



AGENDA
December 9, 2014
Regular Meeting

Town Council Chambers - 120 Civic Plaza Drive
1:00 PM

-
1. **CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **MOMENT OF SILENCE**
 5. **APPROVAL OF AGENDA**
 6. **AWARDS AND RECOGNITIONS**

A. Employee of the Month

Presentation of a certificate of acknowledgement to Dinah Gonzales - Town of Taos December Employee of the Month.

7. **PRESENTATIONS**

A. Tri County Suicide Prevention Grant

Denise Frank will provide a PowerPoint presentation on the National Strategies for Suicide Prevention Grant.

8. **CITIZENS FORUM - Citizens wishing to speak shall have the opportunity to do so for 5 minutes. No action may be taken**

9. **CONSENT AGENDA**

The items in the Consent Agenda below have been reviewed by the Mayor and the Mayor has placed these items on the Consent Agenda for the purpose of voting on all items with one vote.

A. First Amendment to Contract TT-15-20 with Phoenix Mechanical

Consideration and approval of Amendment No.1 to contract TT-15-20 with Phoenix Mechanical to increase the contract amount from \$50,000 to \$100,000 inclusive of GRT.

B. Resolution 14-70; 2015 Employee Holiday Schedule

Consideration and approval of Resolution 14-70; 2015 Town of Taos Employee Holiday Schedule.

10. MATTERS FROM STAFF

A. Purchase Agreement for the Sale of Town of Taos Rio Grande Hall and Bataan Center

Discussion, consideration and possible approval of purchase agreement with the Regents of the University of New Mexico (UNM) in the amount of \$1.00 inclusive of gross receipts tax for the sale of Town of Taos Rio Grande Hall and Bataan Center located at 121 Civic Plaza Drive, Taos, New Mexico.

B. FY15-16 Children Youth Families Department Grant Application

Discussion, consideration and possible approval to submit the FY 15-16 CYFD grant application. The Town of Taos is the fiscal agent for CYFD encompassing the following programs: Rose Gordon, Coordinator, of Juvenile Justice; Intensive Community Monitoring; Learning Lab; Non-Violence Works; Girls Circle; and Restorative Justice.

C. Resolution 14-72 Regarding Lease Agreement with Taos Masonic Lodge

Discussion, consideration and possible approval of Resolution 14-72; A resolution resolving not to renew Lease Agreement TT-93-007 between the Town of Taos and the Taos Masonic Lodge.

D. Resolution 14-71 Budget Adjustment Request

Consideration and possible approval of Resolution 14-71 Budget Adjustment Request to Transportation Fund - Increase capital outlay by \$18,234 to cover the construction costs for a bus pullout and shelter; Utility Construction Fund - Increase \$9,000 to La Posta Sewer Crossing project for additional costs due to underestimated quantities; Capital Improvements Fund - Increase revenues and expenditures by \$9,053 for bus pullouts and shelters for Transportation, and Wastewater Enterprise Fund - Increase operating expenses \$122,100 to cover costs for the transporting of sludge to Rio Rancho and for the installation of automatic gates and opener for the Septic Discharge Facility.

E. Contract TT-15-130 Advanced Network Management

Discussion, consideration and possible approval of Contract TT-15-130 with Advanced Network Management in the amount of \$50, 939 plus gross receipts tax for the installation and purchase of a new Cisco VoIP phone switch located at Town Hall.

F. Other Matters

11. TOWN MANAGER'S REPORT

A. Local Community Services Block Grant (LCSBG) Allocations

Discussion, consideration and possible approval of recommendations on the funding priorities for the 2014 LCSB program to local non-profits and empowering the Town to enter into contracts for services with those agencies awarded funding.

B. Other Matters

12. MATTERS AND REPORTS FROM THE MAYOR

A. Appointment to Planning and Zoning Commission

Discussion, consideration and possible approval of the Mayor's recommendation to

fill a vacancy on the Town of Taos Planning and Zoning Commission.

B. Appointments to Personnel Committee

Discussion, consideration and possible approval of the Mayor's recommendations to appointment members to the Personnel Committee.

C. Other Matters

13. MATTERS AND REPORTS FROM THE COUNCIL

A. Other Matters

14. EXECUTIVE SESSION

A. PERSONNEL MATTERS

(Executive and Public Session Informational Items/Action Items)

Discussion, consideration and decisions regarding certain personnel matters, including but not limited to various Town positions including the Animal Control Officer, Planning and Zoning Director, and Marketing and Tourism Director. These items may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H)(2), which allows for discussion of limited personnel matters.

B. PENDING LITIGATION

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decision of three matters regarding pending and/or threatened litigation. This item may be discussed in closed session under Open Meeting Act exemption 10-15-1(H)(7), which allows for discussion of pending or threatened litigation.

C. PROCUREMENT MATTER

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decision regarding procurement in excess of \$2,500. This item may be discussed in closed session under Open Meeting Act exemption 10-15-1 (H)(6), which allows for discussion of pending or threatened litigation.

15. ADJOURNMENT

- *To request details on an agenda item please contact the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005.*
- *If you are an individual with a disability who is in need of aid or service to attend and/or participate in a meeting of the Town of Taos Council, please contact the office of the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005 at least 24 hours in advance.*
- *For copies of this agenda please pick-up at Town Hall. You may also view the agenda and the agenda packet at <http://taospublic.novusagenda.com/>*



December 9, 2014

Title:

Employee of the Month

Summary:

Presentation of a certificate of acknowledgement to Dinah Gonzales - Town of Taos December Employee of the Month.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

Tri County Suicide Prevention Grant

Summary:

Denise Frank will provide a PowerPoint presentation on the National Strategies for Suicide Prevention Grant.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Power Point on Suicide Prevention Grant](#)

Taos County: Pilot County for *National Strategies for Suicide Prevention* Grant

Taos Town Council Meeting

December 9, 2014

Crisis Systems of Care in Taos, NM

Ujwal Chadha
Carlin Castle
Jacqueline Cai
Abraham Guimaraes

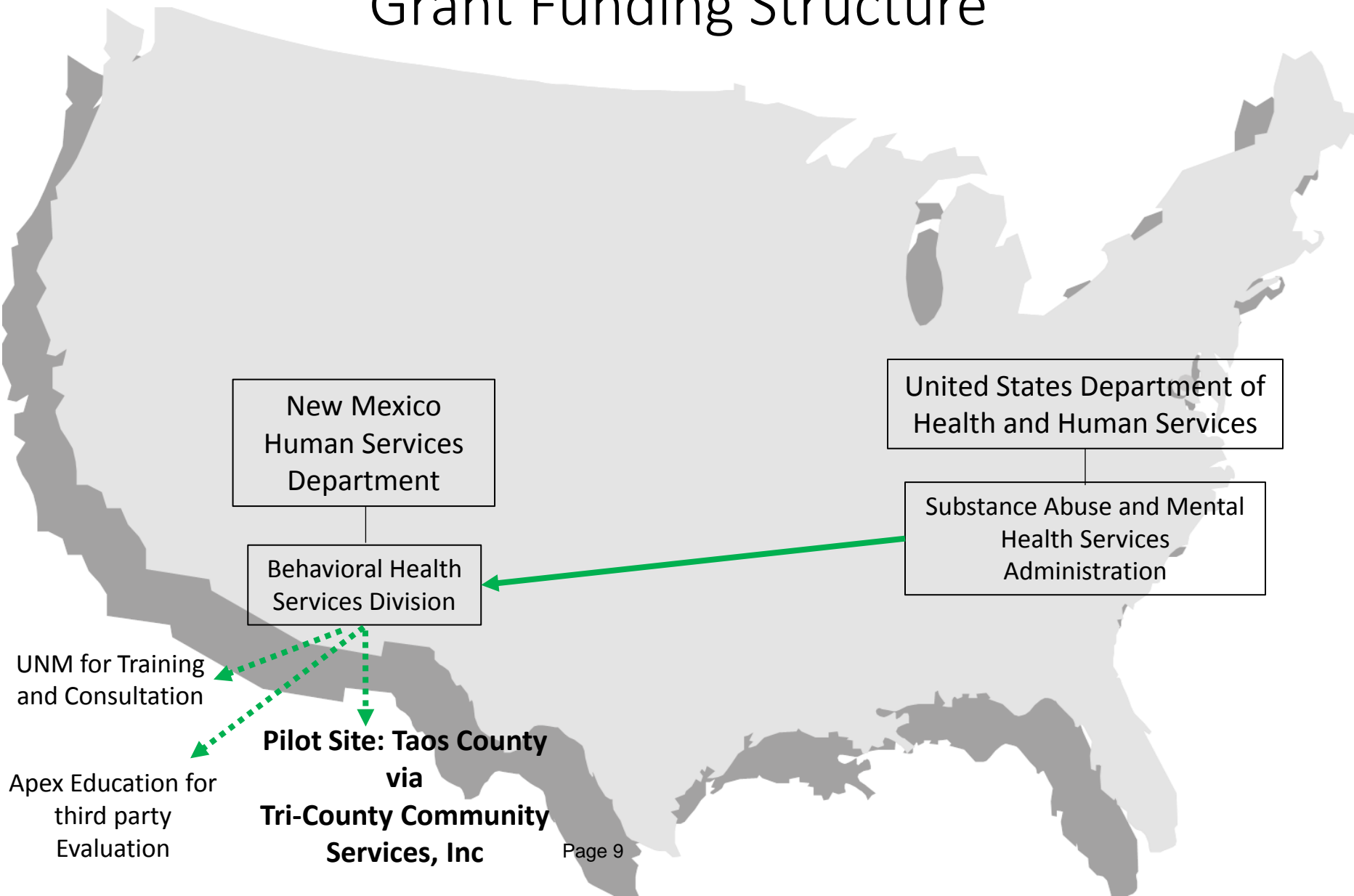
We Got the Check!

National Strategies for Suicide Prevention (NSSP) Grant



- September, 2014: New Mexico Behavioral Health Service Division (BHSD) of the New Mexico Human Services Department awarded **three year** grant from the federal Substance Abuse and Mental Health Services Administration (SAMHSA)
- Purpose: To develop a model Suicide Prevention Program at the local level in Taos County, where the model will be piloted and evaluated, then taken to the state level to impact policy and sustain and spread the model statewide

Grant Funding Structure



Why Taos County?

- Taos County's suicide rate is significantly higher than the NM rate, with NM's reported rate 20.9, and Taos County's rate 22.2
- For adults ages 25-64 statewide, the suicide rate is even higher with 26.4 deaths per 100,000
- According to the NM Office of the Medical Examiner, Taos County had 13 completed suicides in 2013 and 7 so far in 2014; all among individuals 18-65 (*T. Stephenson, personal communication, June 22, 2014*)
- Mental illness increases the risk for both attempted suicide and suicide completion; and approximately 90% of suicide victims in NM had a diagnosable behavioral health condition, most commonly a mood or substance use disorder
- Substance abuse is a major problem in Taos, with an alcohol-related chronic disease death rate of 26, compared to NM's average of 25 and the national rate of 11, which is 2.5 times the national average
- Taos County's drug-induced death rate is 30, compared to the NM average of 24 and the national average of 12, making Taos County's drug-induced death rate 2.5 times the national average

Data Citation: IBIS, 2012

Why Taos County?

- Taos County showed readiness to develop a program funded by this grant due to the work over the past 2 years through the non-funded, community member lead community coalition, Taos County Crisis System of Care.
- Taos County's statistics on suicide attempt, suicide loss, mental health crises, and substance abuse show a dramatic need

Why Taos County?

- Estimates that 40% of 911 calls are mental health and substance use-related. *Taos County's 911 Dispatch*
- Law enforcement agencies in Taos County collectively estimate that they respond to 1,352 calls per year that are directly mental health or substance use related.
- In 2012, there were 1,351 visits to the Holy Cross Hospital Emergency Room (ER) coded as anxiety or depressive disorders.
- The ER had 3,520 visits in 2013 where the primary and/or secondary diagnosis was mental health and/or substance abuse, which represents about 25% of the total roughly 15,000 ER visits per year.
- When combined, this data paints a remarkably consistent and clear illustration of the scope of the problem.

What will the grant support?

- Prevent suicide among ***working-age adults 25-64 years old*** and reduce the overall suicide rate in NM.
- ***Promote suicide prevention*** as a core component of health care services
- Implement effective clinical and professional practices for ***assessing*** suicidal risk and ***treating*** those in need, including First Responders and Dispatch
- **Train community members** and other non-clinical employees in various sectors (health care, gun and ammunition shops, hotels, etc) to help identify and feel comfortable approaching someone who may need assistance

Overarching Goals

This initiative will develop a **Zero Suicide culture**. The goals of this initiative are to:

- (1) promote suicide prevention as a core component of health care;
- (2) implement effective practices for assessing and treating those at risk for suicide;
- (3) ensure meaningful collaboration with people who have lived experience of suicide; and
- (4) implement strategies to address behavioral health disparities for those with limited access to care (e.g., people in rural and frontier areas, culturally diverse populations, and veterans).

Direct Service Implementation

- Taos will add a **Mobile Crisis Team**, made up of a mental health clinician and a community member, to respond face-to-face, 24/7, 365
- Taos community health and behavioral health providers will **screen and assess** for co-occurring disorders and suicide risk.
- Facility discharge staff and care coordinators will be trained on **follow-up** strategies for high-risk patients and the Mobile Crisis Team will provide additional follow-up to high-risk individuals.
- **Training** will be provided to ensure quality of direct service implementation
- Lessons learned will be shared statewide

Incorporating Lived Experience and Community Member Expertise

- Incorporating input of people who have lived experience of suicide attempt, and family members and friends of loved ones who attempted or completed suicide is ***critical***.
- Hire suicide attempt and loss survivors including family members and friends on the mobile team.
- Ensure representation of people with lived experience on all committees, especially the **Project Steering Committee** which will be made up of community members and cross-sector entities that will guide the implementation of the programs,
- The Project Steering Committee will review and modify the services, trainings, screenings/assessments, and perform outreach to make them appropriate for our diverse populations in Taos County.

Anticipated Results

- **To create a Zero Suicide Culture-** An important component in suicide reduction is for health and behavioral health care leadership to mobilize staff to understand that suicide can be prevented.
- **To Institute Universal Screening-** Health and behavioral health providers will screen for the presence of suicidal ideation and co-occurring mental and substance use disorders and use the information obtained from the screening and assessment to determine appropriate treatment approaches.
- **To Conduct Formal Assessment-** A positive suicide risk screen will result in further assessment by a behavioral health provider using the CSSRS, which stratifies risk in terms of low, medium and high and helps providers determine the appropriate level of intervention.

Anticipated Results

- **To Conduct Evidence Based Practice Interventions-** Cognitive Behavioral Therapy- Suicide Prevention will be provided by outpatient behavioral health staff, hospital-based social workers, and the Mobile Team, and geared to risk level.
- **To have Rapid Follow-Up-** Adults who have experienced a suicidal crisis, attempted suicide, been discharged from an Emergency Departments or inpatient unit, or made a crisis call will have access to increased care transition and care coordination services.

Anticipated Results

- **To have a Mobile Crisis and Follow-Up Team-** To be dispatched to assist in mental health and substance abuse calls.
- **Reduce Access To Lethal Means-** The initiative will use three strategies: CALM (Counseling on Access to Lethal Means); enhanced prescription drug take-back; and a buddy program with to execute advanced directives regarding gun safety and suicide.
- **To Provide Suicide Prevention Training to Community and Clinical Services Providers-** Taos County community members have trained over 135 individuals in Mental Health First Aid over the past year and will continue. Evidence-based suicide prevention and crisis intervention trainings will be provided to best fit the audience, ranging from community members, front desk staff, paraprofessionals, MCO Care Coordinators, physicians, mental health providers, and more.

Thank You

The Taos Town Council has been a long-time and critical supporter of Taos County Crisis Systems of Care, which helped bring these new services to Taos County residents and visitors.

Contact Information

- **Taos County Crisis System of Care Meetings** are always open and welcome to the public and any organization representatives, 3rd Friday of each Month, 9:30-10:30am at Tri-County's Wraparound building on Canon West
 - Next Meeting: December 19th
- To join the **Taos County Crisis System of Care email list-serve**, send an email to Veronica Sanchez at csoctaos@gmail.com or Denise Dumesnil at denise.catherine.frank@gmail.com and you will be added to the list-serve
- If you are someone with **lived experience** of suicide attempt or mental health crisis, or loss of a loved one to suicide and would like to give your suggestions, ideas, and feedback for the Project Steering Committee, either confidentially without attending meetings or by being a member of the **Project Steering Committee**, please contact Denise Dumesnil at denise.catherine.frank@gmail.com
- For those interested specifically in suicide prevention at the Gorge Bridge, which this grant nor Taos County Crisis System of Care directly addresses, contact another community group which is focused on that issue: Gorge Bridge Safety Network at <http://gorgebridgesafetynetwork.org/Welcome.html>



December 9, 2014

Title:

First Amendment to Contract TT-15-20 with Phoenix Mechanical

Summary:

Consideration and approval of Amendment No.1 to contract TT-15-20 with Phoenix Mechanical to increase the contract amount from \$50,000 to \$100,000 inclusive of GRT.

Background:

Request approval to increase the contract dollar amount of the future sales of services contract with Phoenix Mechanical and the Town of Taos from \$50,000 to \$100,000. This is a general service contract for plumbing, electrical and HVAC repair and maintenance and is used by all departments. More than \$40,000 dollars of the \$50,000 contract limit has been encumbered.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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☐ [Contract TT-15-20](#)

☐ [Amendment 1 to TT-93-007](#)



CONTRACT FOR FUTURE SALES OF SERVICES AT A GUARANTEED PRICE TT-15-20

This contract is made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "PURCHASER") and **Phoenix Mechanical** (hereinafter "SELLER"), for a term of one year beginning on July 1, 2014 through June 30, 2015.

Subject to the terms and conditions hereinafter stated, Seller hereby agrees to sell to Purchaser, and Purchaser agrees to buy from Seller the following:

Services and materials as indicated on Bid No.12-13-08 referred to as **Attachment "A"**.

The terms and conditions of this Contract are as follows:

1. The price for all materials furnished by Seller under this contract shall be final.
2. The total maximum amount to be furnished by Seller under this contract is as needed by Purchaser's requirements.
3. Amendments: An amendment to this contract shall be in writing signed by both parties.
4. This contract includes and incorporates by reference all terms and conditions of Bid #12-13-08 (Attachment A) and SELLER's responsive bid.
5. Compensation. Compensation for this contract will not exceed **\$50,000.00** exclusive of GRT. The SELLER shall bill the PURCHASER under this contract as follows:
Mechanical - \$49.50 per hour for 1st tech / \$24.50 for additional laborer
Electric - \$49.50 per hour for 1st tech / \$24.50 for additional laborer
Plumbing - \$49.50 per hour for 1st tech / \$24.50 for additional laborer
All Material used shall be billed at a 25% discount from purchase price. Any service provided by third party specialists under this contract will be billed at the invoiced amount plus 5%.

Following receipt of Contractor's bill (which shall include, but not be limited to, receipts, time sheets, etc., as applicable), the Department responsible for this contract shall verify the billing and the services and bill are acceptable to the PURCHASER to certify it for payment to the Finance Department. No further amount(s) shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.

6. Release. SELLER agrees that, upon final payment of the amount due under this contract, SELLER releases the PURCHASER from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.

7. Deliverables. SELLER shall deliver, to the PURCHASER, all deliverables included within the scope of this contract no later than submission of SELLER's final bill.
8. Appropriations. This contract is contingent upon there being sufficient appropriations available. The PURCHASER shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the PURCHASER. If any deficiencies are noted during the review process, the SELLER shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination-Suspension. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.

The TOWN may suspend work under this Contract for any reason the TOWN in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONTRACTOR. Immediately upon receipt of notice of contract suspension, CONTRACTOR shall cease work pursuant to the Contract and await further instructions from the TOWN except that, with the TOWN's permission which shall not be unreasonably denied, the CONTRACTOR may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the TOWN's, the CONTRACTOR's, any subcontractor's, or the public's personnel or property. In the event that the CONTRACTOR, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the TOWN and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

11. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the Town, unless otherwise agree and SELLER shall not use, sell, disclose or

otherwise make available to anyone (individual, corporation or organization), other than the PURCHASER, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, SELLER shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the Town.

13. Status of Contractor. SELLER acknowledges that it is an independent SELLER and as such neither it, its employees, agents nor representatives shall be considered employees or agents of the PURCHASER, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of PURCHASER vehicles, or any other benefits provided to PURCHASER employees.
14. Non-Agency. SELLER agrees not to purport to bind the PURCHASER to any obligation not assumed herein by the PURCHASER, unless the SELLER has express written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by SELLER in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the Town.
16. Worker's Compensation. SELLER acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the Town's policy. The SELLER agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the SELLER fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
17. Taxes. SELLER acknowledges that it, and it alone, shall be liable for and shall the applicable gross receipts taxes on all monies paid to it under this contract and that the PURCHASER shall have no liability for payment of such tax. SELLER also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the PURCHASER shall have no liability for payment of such taxes or amounts.
18. Records-Audit. SELLER shall keep, maintain, and make available to the PURCHASER all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, SELLER shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the PURCHASER or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. SELLER agrees to defend, indemnify and hold harmless the PURCHASER from any and all claims, suits, and causes of action which may arise from its performance under this contract whenever recognized, unless specifically exempted by New Mexico law. SELLER further agrees to hold harmless the PURCHASER from all personal claims for any injury or death sustained by SELLER, its employees, agents or other representatives while engaged in the performance of this contract.
20. Assignment & Subcontracting. SELLER shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the Town.

21. Non-Discrimination. SELLER agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Ethical Considerations and Licenses Required. SELLER shall maintain all necessary and appropriate licenses, including a New Mexico Contractor's license, throughout the term of this contract. SELLER shall abide by any standards of conduct applicable to SELLER's trade. Failure of any owner, partner, or major employee employed by SELLER to remain in good standing shall immediately render this contract voidable at the sole discretion of the PURCHASER, and, if declared voidable, all obligations of the PURCHASER to perform hereunder shall be nullified.
23. Required Liability Insurance. SELLER shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended).
24. Default by SELLER. In the event that SELLER defaults on any term or provision of this contract, the PURCHASER retains the sole right to determine whether to declare the contract voidable and/or SELLER agrees to pay the Town the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
25. Efforts to Cure. If the Town elects to provide the SELLER with notice to cure any deficiency or defect, the SELLER may have the time specified in the written "Notice to Cure" Authorization. Failure, by the SELLER, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No's. 10, 25, & 27 herein.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the PURCHASER. Any legal proceeding brought against the PURCHASER, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any SELLER to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.
30. The contractor is responsible for ensuring that its employees operate and use safety equipment in all of their work. The contractor is required to follow all OSHA and state law safety standards. The Town has the unilateral right to shut the Contractor down if the Town or its representatives observe unsafe acts on the worksite.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date last written below.

CONTRACTOR:

Contractor

Date signed

Printed Name:

Title or Position:

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

ACCOUNTING APPROVAL:

Marietta S. Fambro, Finance Director

Date signed

Budget Line Item: Various Departments

ADMINISTRATIVE APPROVAL:

Richard Bellis, Town Manager

TOWN APPROVAL:

Mayor Daniel Barrone

Date signed

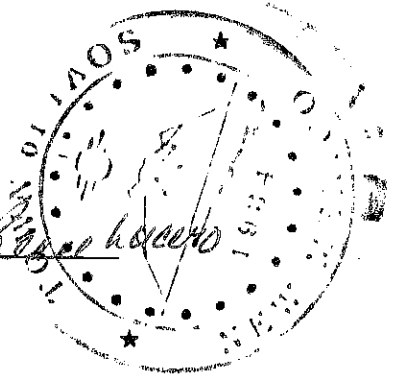
ATTESTED TO BY:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:

Jacob Caldwell, Town Attorney

Date signed





**Amendment No. 1 to TT-15-20
CONTRACT FOR FUTURE SALES OF SERVICES AT A
GUARANTEED PRICE**

This Amendment is hereby made and entered into by and between the Town of Taos, a New Mexico Municipality (hereinafter "TOWN") and Phoenix Mechanical (hereinafter "CONTRACTOR") on this _____ day of _____ 2014.

WHEREAS, the parties have found it necessary to amend this contract; and

WHEREAS, both the TOWN and the CONTRACTOR agrees to the amended terms and conditions;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that this contract shall be amended to include the following terms and conditions:

1. Compensation will increase by \$50,000.00; Total contract including this amendment is **\$100,000.00**.

Contract TT-14-63	\$ 50,000.00
Amendment #1	<u>\$ 50,000.00</u>
TOTAL AMOUNT	\$100,000.00
2. All other terms and conditions previously agreed to in the original contract are hereby confirmed and ratified and continued in full force and effect.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

Contractor

TOWN

Contractor

Daniel R. Barrone, Mayor

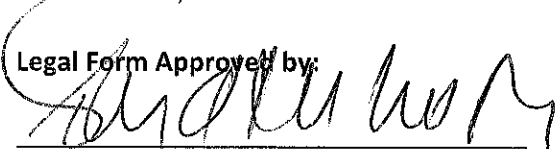
Attested to by:

Renee Lucero, Town Clerk

Accounting Approval:

Legal Form Approved by:

Marietta Fambro, Finance Director
Line item # Various Departments



Floyd W. Lopez, Town Attorney



December 9, 2014

Title:

Resolution 14-70; 2015 Employee Holiday Schedule

Summary:

Consideration and approval of Resolution 14-70; 2015 Town of Taos Employee Holiday Schedule.

Background:

Town of Taos Personnel Policy states that each year at the first regular Council meeting held in December, the Council shall publish on which legal published holidays as designated shall be observed for the next calendar year.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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 [Resolution 14-70](#)



RESOLUTION 14-70

A RESOLUTION OF THE TOWN OF TAOS COUNCIL DESIGNATING THE 2015 TOWN OF TAOS EMPLOYEE HOLIDAY SCHEDULE IN ACCORDANCE WITH TOWN OF TAOS PERSONNEL POLICY.

WHEREAS, Town of Taos full-time employees and regular part-time employees are entitled to holiday leave on those dates authorized by the Town Council provided they were employed by the Town on a full-time or part-time basis on the date of the official holiday; and

WHEREAS, Town of Taos Personnel Policy Part 6 (Legal Holidays) states that each year at the first regular council meeting held in December, the Council shall publish the dates on which legal public holidays as designated shall be observed for the next calendar year.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Taos, New Mexico, that the Employee Holiday Schedule for the calendar year of 2015 is approved as follows:

Monday, January 19, 2015	Martin Luther King, Jr. Birthday
Friday, April 3, 2015	Spring Day
Monday, May 25, 2015	Memorial Day
Friday, July 3, 2015	Independence Day
Friday, July 17, 2015	Taos Day (1/2 day 1-5 p.m.)
Monday, September 7, 2015	Labor Day
Wednesday, November 11, 2015	Veteran's Day
Thursday, November 26, 2015	Thanksgiving Day
Friday, November 27, 2015	In lieu of Presidents Day
Thursday, December 24, 2015	In lieu of Columbus Day
Friday, December 25, 2015	Christmas Day
Friday, January 1, 2016	News Year's Day

PASSED, APPROVED and ADOPTED, this 9th day of December, 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Judith Y. Cantu	_____
Councilmember George "Fritz" Hahn	_____
Councilmember Frederick A. Peralta	_____

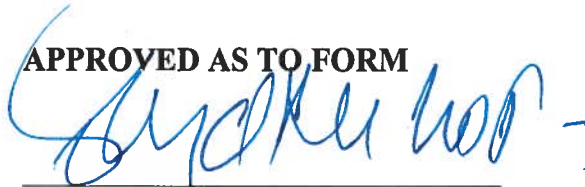
TOWN OF TAOS

Daniel Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd W. Lopez, Town Attorney



December 9, 2014

Title:

Purchase Agreement for the Sale of Town of Taos Rio Grande Hall and Bataan Center

Summary:

Discussion, consideration and possible approval of purchase agreement with the Regents of the University of New Mexico (UNM) in the amount of \$1.00 inclusive of gross receipts tax for the sale of Town of Taos Rio Grande Hall and Bataan Center located at 121 Civic Plaza Drive, Taos, New Mexico.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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☐ [Purchase Agreement](#)

PURCHASE AND SALE AGREEMENT

1. TERMS SUMMARY.

Date of Agreement, i.e., date of full execution (for reference purposes and for calculation of deadlines) 2014

This Agreement includes the attached Property Disclosure Statement.

Offer Expiration Date: _____

Buyer: The Regents of the University of New Mexico, a body corporate of the State of New Mexico

Seller: Town of Taos, a New Mexico Incorporated Municipality

Property: Town of Taos Rio Grande Hall and Bataan Center

Address: 121 Civic Plaza Drive, Taos, NM

Legal Description: See Exhibit "A"

Purchase Price: \$1

Earnest Money: None

Title Company: Stewart Title of Albuquerque (Gail Torino)

Address: 6759 Academy Road NE, Albuquerque, NM 87109

Phone: (505) 828-1700 Facsimile: (505) 821-6065 Email: gail.torino@stewart.com

Inspection Period: (60) days from Date of Agreement

Survey Type: X ALTA _____ Boundary _____ Other (describe: _____)

To be obtained and paid for by: X Buyer _____ Seller _____

Environmental Site Assessment: X Phase I _____ Phase II _____

Other (describe: _____)

To be obtained and paid for by: X Buyer _____ Seller _____

Closing Date: A mutually acceptable time and date which is on or before twenty (20) days after the New Mexico State Board of Finance approval.

Conveyance Documents:

A. Warranty Deed, in the form attached as Exhibit 1

B. Bill of Sale, in the form attached as Exhibit 2

2. PROPERTY. Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase and Sale Agreement ("Agreement"). The parties agree that if the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised consistent with the Survey in a manner acceptable to Buyer, Seller and Title Company. The Property includes all site plans, documents, governmental approvals, improvements, licenses, permits, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property.

3. EARNEST MONEY. No Earnest Money shall be required in conjunction with this

Agreement.

4. DISCLOSURE AND DELIVERY OF INFORMATION. Within **five (5) days** of the Date of Agreement, Seller shall deliver to Buyer a fully and accurately completed Property Disclosure Statement in the form attached to this Agreement. Within **ten (10) days** of the Date of Agreement, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller's control or possession, of all documents and information related to the Property including the following: leases, warranties, contracts, environmental information, traffic information, plans, governmental approvals, site plans, plats, prior surveys, tax assessments and tax bills for the past two (2) years (if any), government and quasi-governmental notices and agreements, a schedule of all lawsuits specifically related to the Property, engineering reports, hydrology reports, drainage information, grading information, soils reports, utility reports and information and such other information, notices, correspondence, agreements and other materials, if any, related to the Property.

5. INSPECTION PERIOD. During the Inspection Period, Buyer shall be entitled to conduct, at Buyer's expense, any inspection of the Property including, but not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other agreements related to the Property. During the Inspection Period, Buyer is specifically entitled to review the following:

A. Physical Inspection. Buyer, at Buyer's election and expense, may obtain a physical inspection of the Property.

B. Title. Within **five (5) days** of the Date of Agreement, Buyer shall obtain a title commitment ("Title Commitment") from Title Company. All costs associated with the Title Commitment shall be paid by Buyer. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions, a property tax search, a special assessment search and copies of all plats (not just the current plat) covering the Property. Buyer shall be entitled to review title to the Property during the Inspection Period.

C. Survey. Buyer, at Buyer's expense, may obtain an ALTA Survey of the Property. The Survey shall be done by a surveyor selected by Buyer. The Survey shall be obtained as soon as practicable by Buyer. Survey shall be prepared consistent with the American Land Title Association/American College on Survey and Mapping Standards, for Urban Surveys (2005), including Table A Optional Survey Responsibilities and Specifications Item No. 1, 2, 3, 4, 6, 8, 10, 11(a), 11(b), 13, 16, 17 and 18. The Survey shall be certified to Buyer and Title Company. The "Flood Zone" status of the Property shall be included on the Survey.

D. Leases. Buyer may review all leases, subleases, lease guaranties,

licenses, concession agreements and other rental or occupancy arrangements, if any, affecting the Property.

E. Environmental Site Assessment. Buyer, at Buyer's election and expense, may obtain an environmental site assessment of the Property.

F. Soil and Drainage Inspection. Buyer, at Buyer's election and expense, may obtain soil and drainage inspections and tests concerning the Property.

6. BUYER'S ENTRY. Buyer and its agents, employees and contractors, may enter onto the Property to review, test and inspect the Property at any time or times prior to the Closing.

7. BUYER'S OBJECTION. Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item related to the Property. In such event, Buyer, at Buyer's election, may terminate this Agreement or negotiate with Seller a mutually acceptable resolution. Regarding disapproval by Buyer of items or conditions, within **five (5) days** of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within **ten (10) days** elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure.

8. MATERIAL CHANGE. No Material Change, as hereinafter defined, shall have occurred between the date of this Agreement and the date of the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, "Material Change" shall mean a change (other than Seller's removal of Seller's property, if any) in the status of a use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer's election, may terminate this Agreement within **ten (10) days** of receiving notice from Seller of such Material Change.

9. RISK OF LOSS. In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within **thirty (30) days** of such notice, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.

10. AGREEMENTS. Between the Date of Agreement and the Closing Date, Seller shall not execute, assume or enter into any third party agreement for the management,

operation, maintenance, use, occupancy or transfer of the Property.

11. CONDEMNATION. Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Seller or Buyer will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.

12. CLOSING PRORATIONS AND ADJUSTMENTS. At the Closing, the following shall occur:

A. Taxes, Assessments, Unpaid Existing Impact Fees. Applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to the Title Company. Seller shall pay all special assessments, liens, impact fees, standby charges, prorate charges and other similar charges and/or assessments to the Property existing as of the Closing.

B. Insurance. All insurance obtained by Seller will terminate on the Closing Date.

C. Other Charges Related to the Property. All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees, if any, shall be paid by Seller through the Closing Date. All service contracts, management agreements and other contracts, if any, shall be terminated by Seller effective on or before the Closing Date.

D. Closing Expenses. Buyer shall pay all closing costs, including, but not limited to, all documentary, stamp or other transfer taxes relating to the real, personal or intangible property. Buyer shall pay the premium for a standard Owner's Title Insurance Policy, including any premium for removal of standard exceptions 1, 2, 3, 4 and 5. Escrow charges charged by Escrow Agent shall be shared equally by Seller and Buyer. Each party shall bear the expenses of its respective attorney(s) fees incurred for document review and preparation up to and including Closing.

13. CLOSING. The closing ("Closing") shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged. For the Closing, Seller shall deliver the following, on forms provided by Buyer and approved by Seller:

A. The Warranty Deed, subject only to the title items not objected to by Buyer during the Inspection Period.

- B.** The Bill of Sale covering fixtures and personal property at the Property.
- C.** Other applicable closing documents required or specified by this Agreement.
- D.** Closing statement prepared by Title Company for Seller.

For the Closing, Buyer shall deliver the following:

- A.** The Purchase Price.
- B.** Other applicable closing documents required or specified by this Agreement.
- C.** Closing statement prepared by Title Company for Buyer.

Promptly after the Closing, Title Company shall issue to Buyer a standard New Mexico form Owner's Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title Commitment, and subject only to exceptions not objected to by Buyer during the Inspection Period. Buyer shall pay the premium for the standard New Mexico form Owner's Title Insurance Policy and to remove preprinted Schedule B, Part II Items Nos. 1, 2, 3, 4, 6 and 7 (modified) as well as any other endorsements, deletions/modifications of Schedule B, II items and/or extended coverages selected by Buyer to the Owner's Title Insurance Policy.

All documents shall be in a form mutually acceptable to Buyer and Seller. Prorations shall be handled at the Closing as set forth in this Agreement.

14. Intentionally Deleted.

15. DEFAULT AND REMEDIES. Before exercising any remedy, the non-defaulting party shall give the defaulting party **five (5) days** written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If a default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If Buyer is the defaulting party, Seller's sole remedy shall be to terminate this Agreement. If Seller is the defaulting party, Buyer shall have the right of specific performance; provided, however, that if the remedy of specific performance is not granted to Buyer, then, in such event, Buyer shall have a cause of action for damages. Furthermore, if Seller defaults under this Agreement, then Seller shall be liable to Buyer for all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by Buyer as a result of Seller's default.

16. REAL ESTATE BROKERS. The Buyer agrees that no broker, licensed or otherwise, represented the Buyer, brought the Property to the attention of the Buyer or

had any communication with the Buyer in regard to same except Broker. The Seller represents and warrants that no broker, licensed or otherwise, represented the Seller with regard to the transaction contemplated hereunder. If any claim is made for brokerage commissions by the Broker or as a result of the acts of the Seller, the Seller hereby agrees to indemnify the Buyer against, and to defend and hold the Buyer harmless from any and all claims for any brokerage commission(s) and for any legal fees and expenses incurred in defending such claims. The foregoing representation and indemnity shall survive the Closing.

17. FURTHER ACTION. Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement (at no cost to the party asked to take such action) or which are reasonably required by the Title Company in conjunction with the Closing.

18. BACK UP OFFERS. Seller may not solicit and/or accept back-up offers to purchase the Property.

19. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and may be either hand-delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepaid, certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. If any notice is hand-delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be deemed given **five (5)** business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this paragraph. **FACSIMILE AND EMAIL COMMUNICATIONS SHALL NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.**

20. AUTHORITY. Each party signing this Agreement represents and certifies to the other party that it has full legal power, authority and right to execute, deliver and perform the obligations under this Agreement. Each party represents and certifies to the other party that the transactions contemplated by this Agreement and each person signing this Agreement and/or any document at the Closing has been duly authorized by all requisite action and that no remaining action or third-party consent is required.

21. AMENDMENT. This Agreement cannot be amended except by a written document executed by the party against whom such amendment is to be enforced. All amendments to this Agreement shall be approved by the New Mexico State Board of Finance.

22. INVALIDITY. If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force and effect.

23. ASSIGNMENT. No party may assign this Agreement without the prior written consent of the other party.

24. ATTORNEY REVIEW. Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document and that each party has had a full opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.

25. GOVERNING LAW. This Agreement shall be governed by the law of the State of New Mexico.

26. WAIVER. No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.

27. ENTIRE AGREEMENT. All prior discussions, events, or representations, warranties and agreements regarding the Property are hereby superseded and replaced by this Agreement. The parties to this Agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions.

28. TIME OF THE ESSENCE. Time is of the essence under this Agreement.

29. CAPTIONS AND DEFINED TERMS. The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the "Terms" paragraph.

30. LIMITATION OF REAL PROPERTY INDEMNIFICATIONS. To the extent applicable, if at all, the indemnifications contained in this Agreement are subject to and limited by the provisions of Section 56-7-1 of the New Mexico Statutes.

31. DURATION. If this Agreement is not fully executed by both Buyer and Seller on or before the Offer Expiration Date, the offer evidenced by this partially executed document shall be automatically withdrawn.

32. COUNTERPARTS. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.

33. CONTINGENCY. Buyer's and Seller's obligations pursuant to this Agreement

and Buyer's obligation to the purchase of the Property is conditioned upon approval of the transaction covered by this Agreement by The Regents of the University of New Mexico, the New Mexico Department of Higher Education, the Local Government Division of the Department of Finance Administration and the New Mexico State Board of Finance.

34. LIMITATION. Notwithstanding any other provision of this Agreement, Buyer's and Seller's liabilities are subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

35. TERMINATION OF LEASE. Seller and Buyer entered into a Lease Agreement (With Purchase Option) for the Property on December 6, 2013 ("Lease"). As of the Closing, the Lease shall be terminated and shall have no further force or effect.

[SIGNATURE PAGE TO FOLLOW]

SELLER:

TOWN OF TAOS

By: Daniel Barrone
Its: Mayor

Execution Date: _____
Address: _____
400 Camino de la Placita
Taos, NM 87571
Phone: (575) 751-2002
Facsimile: _____
Email: rbellis@taosgov.com

BUYER:

THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO, a body corporate of
the State of New Mexico

By: _____
Print Name: DAVID W. HARRIS
Its: Executive Vice President, COO and
CFO
Execution Date: _____
Address: c/o Real Estate Office
Attn: Thomas Neale, Interim Director
1712 Las Lomas, NE
Albuquerque, NM 87131-3181
Phone: (505) 277-4620
Facsimile: (505) 277-6290
Email: tneale@unm.edu

ATTEST:

Renee Lucero, Town Clerk

REVIEWED AND APPROVED BY:

By: _____
Thomas Neale, University of New Mexico
Director of Real Estate

REVIEWED AND APPROVED BY:



Floyd Lopez, Town of Taos Attorney

Exhibit A - Legal Description

Exhibit 1 - Warranty Deed

Exhibit 2 - Bill of Sale

PROPERTY DISCLOSURE STATEMENT- COMMERCIAL

This Property Disclosure Statement ("Statement") discloses Seller's current, actual knowledge of the condition of the Property (described below) as of the date signed by Seller. This Statement does not relieve Seller of the obligation to disclose a condition of the Property that may not be addressed on this form and/or a change in any condition of the Property occurring after the date of this Statement. This Statement is not a substitute for inspection by Buyer. Conditions may exist which are unknown to Seller. This Statement does not relieve a Buyer of the responsibility to independently review and investigate the Property. Seller understands and intends that the information and representations provided in this Statement will be relied upon. This Statement covers the _____ property _____ which _____ is _____ ("Property"). Seller, to the best of Seller's current, actual knowledge, represents, warrants and certifies to Buyer, and Buyer's agents, contractors, inspectors and lenders, as follows regarding the Property:

1. Material Physical Defects. There are not any material physical defects in the Property, any improvements at the Property, and/or structures on the Property (including, but not limited to the roof), except (if there are no exceptions write "NONE"):_____

2. Physical Damage. The Property has not suffered any material casualty, fire damage or other damage, except (if there are no exceptions write "NONE"):_____

3. Equipment. The mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), elevators, and other similar equipment and fixtures existing on the Property are in good operating order and condition, except (if there are no exceptions write "NONE"):_____

4. Soil Conditions. The Property does not have any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"):_____

5. Utilities and Assessments. The Property is served by the following utilities (check the appropriate boxes) _____ water service, _____ electric service, _____ natural gas, _____ telephone service, _____ public sewer service and other:_____

_____. Owner represents and warrants that all costs and assessments related to such utilities have been fully paid. The following telecommunications services are available at the Property:_____

6. Compliance with Laws. No aspect or condition of the Property violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, except (if there are no exceptions write "NONE"):_____

7. Improvements. No improvements or alterations have been made to the Property without any permit where a permit was required, except (if there are no exceptions write "NONE"):_____

_____. The following certificates of occupancy have been issued regarding the Property: _____

8. Actions, Suits or Proceedings. No action, suit or proceeding is pending or threatened before any court, arbitration tribunal, governmental agency, quasi-governmental agency, commission, board, bureau, or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"):_____

9. Governmental Proceedings. No existing or threatened condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceeding exists, except (if there are no exceptions write "NONE"):_____

10. Contracts. No service contract or other contract exists affecting the Property, except (if there are no exceptions write "NONE"):_____

11. Unrecorded Title Matters. No unrecorded claim, encumbrance, covenant, condition, restriction, easement, lien, charge or other matter exists regarding the Property, except (if there are no exceptions write "NONE"):_____

12. Leases. No lease, sublease or other tenancy agreement exists affecting the Property, except (if there are no exceptions write "NONE"):_____

13. Options. No option to purchase, option to lease, right of first refusal, right of first offer or other similar agreement exists regarding the Property, except (if there are no

exceptions write "NONE");_____

SELLER:

TOWN OF TAOS

By:_____
Print Name:_____
Its:_____

By signing below, Buyer acknowledges receipt of this Statement. By signing below, however, Buyer has not indicated approval or disapproval of the Property and/or the information contained in this Statement.

BUYER:

THE REGENTS OF THE UNIVERSITY OF
NEW MEXICO, a body corporate of the State
of New Mexico

By:_____
Print Name: DAVID W. HARRIS
Its: Executive Vice President, COO and CFO
Execution Date: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT 1
QUITCLAIM DEED

_____, a _____, for
consideration paid, quitclaims to The Regents of the University of New Mexico, a body
corporate of the State of New Mexico, whose address is c/o University of New Mexico,
Real Estate Office, 2811 Campus Boulevard, NE, Albuquerque, NM 87131-0001, the
property described on Exhibit A, attached hereto and incorporated herein by reference.

Subject to the items listed on Exhibit "B," attached hereto; and,

Subject to real property taxes for the year 20__ and years thereafter;

WITNESS its hand and seal this _____ day of _____, 20__.

By: _____

Print Name: _____

Its: _____

ACKNOWLEDGMENT

COUNTY OF BERNALILLO)
) ss
STATE OF NEW MEXICO)

 This instrument was acknowledged before me on _____, 201_, by
_____.

(Seal)

Notary Public
My Commission Expires:_____

REVIEWED AND APPROVED BY:

By: _____
 THOMAS NEALE, University of New Mexico
 Director of Real Estate

EXHIBIT 2

BILL OF SALE

_____ ("Seller"), for valuable consideration (the sufficiency and receipt of which is hereby acknowledged), does hereby grant, bargain, sell, convey, assign, transfer, and deliver unto The Regents of the University of New Mexico, a body corporate of the State of New Mexico ("Buyer"), all of Seller's right, title and interest in and to improvements, fixtures, fences and personal property located at the real property more particularly described on Exhibit A attached hereto and incorporated herein (collectively "**Personal Property**"). Seller represents to Buyer: (a) that Seller is the sole owner of the Personal Property; (b) Seller has good title to the Personal Property; (c) Seller is authorized to convey the Personal Property; (d) Personal Property is free and clear of any and all claims, liens and encumbrances whatsoever; and, (e) Seller does warrant and agrees to defend the Personal Property against the claim or claims of all persons whomsoever. If this Bill of Sale is breached, Seller shall be liable to Buyer for all costs and attorneys' fees incurred by Buyer as a result of the breach any representations contained herein. This Bill of Sale is governed by the law of the State of New Mexico.

TO HAVE AND TO HOLD the Personal Property unto Buyer and Buyer's heirs, legal representatives, successors and assigns forever.

IN WITNESS whereof, Seller has signed and delivered this Bill of Sale as of _____, 201__.

By: _____

Print Name: _____

Its: _____

REVIEWED AND APPROVED BY:

By: _____
THOMAS NEALE, University of New Mexico
Director of Real Estate



December 9, 2014

Title:

FY15-16 Children Youth Families Department Grant Application

Summary:

Discussion, consideration and possible approval to submit the FY 15-16 CYFD grant application. The Town of Taos is the fiscal agent for CYFD encompassing the following programs: Rose Gordon, Coordinator, of Juvenile Justice; Intensive Community Monitoring; Learning Lab; Non-Violence Works; Girls Circle; and Restorative Justice.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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📎 [Budget](#)

Taos County Juvenile Justice Board- Budget, 2016 RFP
Collaborating to provide alternatives to detention, reduce delinquency, provide education and promote positive youth development.

	Coordinator	ICM	Learning Lab	GRIP/NVW	Restorative Justice	Girls Circle	Total Budget
Personnel	0	21,870	\$ 22,704	\$15,675	0		
Benefits	0	5,341	3,485	0	0		
Contractual	41,184	0	0	0	\$4,000	11,000	
Travel	545	0	630	0	50	0	
Supplies	448	0	90	500	198	460	
Other Costs	425	0		0	0		
TOTAL	42,936	\$27,211	23,424	\$16,175	\$4,284	\$11,490	\$125,520

- **Project Coordinator (PC)** A contract position. Carries out duties specified in the contract, including maintaining all files, supporting and ensuring compliance with Town and CYFD requirements, meeting regularly with programs and coordinating meetings of the TCJJB including agenda preparation and minutes. No fringe benefits.
- **Learning Lab/ (RMYC)** Temporary, supervised, non-secure alternatives to detention for youth ages 13-15 referred to juvenile probation office or at high risk of a referral due to fighting, truancy or other disruptive behaviors. Serves 10 to 16 youth, ages 13-15 years old, providing alternative educational placement & asset-based positive youth development. 8 slots are available in the Learning Lab at any one time, offering offer a learning environment for youth referred due to school suspension, truancy, and/or expulsion.
- **GRIP/ Non-Violence Works** : Provides curriculum focused on prevention of gang involvement to targeted students in high priority Grades. Supports the prevention of juvenile delinquency and reduces need for detention and other services. Receives all of its referrals from the Taos Municipal School District teachers and school Social workers. Two trained facilitators implement GRIP in classrooms and afterschool care programs throughout the year. Services are provided in Taos County to youth in grades 2nd and 5th in the Taos School District.
- **ICM** Based on the "Detention Diversion Advocacy Model" including: Intensive Case Management Plan presented to the JPO and/or Courts, prepared by HRDA, Inc. staff member in coordination with a Treatment Specialist III, including treatment and case management strategies. Includes Follow-up on treatment recommendations to appropriate Agencies, Face to Face visits with clients, drug testing at least 1x a week, and at least 1 field visit per wk. plus Follow-up on the Educational plan for each client. Works with the JPO's office, D.A.'s Office and Defense Attorney to assist in providing a plan for expediting the Case to final resolution.
- **RJ** : Responds to referrals from JPO, schools, Court orders . Offender and victim meet the RJ Facilitator for a pre-conference . A facilitated RJ Circle is held to identify harms and create an RJ Plan to repair the harm and ensure the community of its future safety. The RJ plan is agreed upon by all and monitored by the JPO.
- **Girls Circle**: A Best Practice, gender specific curriculum, approved as CYFD, for referred girls at the Middle School .

Taos County Juvenile Justice Board- Budget, 2016 RFP
**Collaborating to provide alternatives to detention, reduce delinquency, provide education and
promote positive youth development.**



December 9, 2014

Title:

Resolution 14-72 Regarding Lease Agreement with Taos Masonic Lodge

Summary:

Discussion, consideration and possible approval of Resolution 14-72; A resolution resolving not to renew Lease Agreement TT-93-007 between the Town of Taos and the Taos Masonic Lodge.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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☐ [Resolution 14-72](#)

☐ [Lease Agmt](#)



RESOLUTION 14-72

A RESOLUTION RESOLVING NOT TO RENEW LEASE AGREEMENT TT-93-007 BETWEEN THE TOWN OF TAOS AND THE TAOS MASONIC LODGE

WHEREAS, the Town of Taos and the Taos Masonic Lodge entered into a Lease Agreement on July 1, 2004 to provide the constituents and visitors to the Town of Taos a clean bathroom facility close to the Taos Plaza.

WHEREAS, the Lease Agreement has been in effect for the last ten years and expired on June 30, 2014; and

WHEREAS, the Town of Taos within the last ten years built bathroom facilities behind the Taos Plaza for the use by locals and visitors to the plaza;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF TAOS THAT:

That it is in the best interest of the Town of Taos not to renew the Lease Agreement with the Taos Masonic Lodge for use of their bathroom facilities.

PASSED, APPROVED and ADOPTED, this 9th day of December 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Judith Y. Cantu	_____
Councilmember George "Fritz" Hahn	_____
Councilmember Frederick A. Peralta	_____

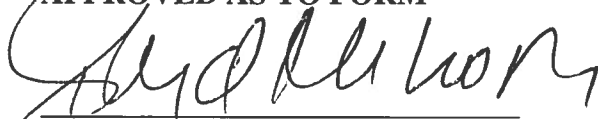
TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd W. Lopez, Town Attorney



TOT Lease No. TT-93-007

LEASE AGREEMENT
Town of Taos and the Masonic Lodge

This Lease Agreement (hereinafter "Lease") is hereby made and entered into this 1ST day of July 2004 by, and between, the MASONIC LODGE (hereinafter "LODGE") and the TOWN OF TAOS (hereinafter "TOWN").

1. **Scope & Purpose.** TOWN desires to lease the property, located at 113 Kit Carson Road, otherwise known as the Kit Carson Museum Restrooms.
 - a. The LODGE, as owner of the property, agrees to lease the property described, to the TOWN, for a period of ten (10) years with the option to renew.
 - b. The TOWN agrees to operate and maintain the restroom facility during the term of the lease. All janitorial supplies, utilities, and repairs will be provided by the Town.
 - c. The LODGE agrees to open and close the restroom facilities during the hours of 9:00 a.m. to 5:00 p.m. on the days that the lodge is open. The LODGE agrees to inspect the facilities, from time to time, and report any maintenance deficiencies to the TOWN. The TOWN further agrees to correct any deficiencies in a timely manner.
2. **Term.** The term of the Lease shall be for ten (10) years, effective July 1, 2004, and ending on June 30, 2014.
3. **Extension.** This Lease may be extended for an additional period of ten (10) years upon such new terms and conditions as may be acceptable to both parties. Such extension shall be in writing and executed prior to the termination date and appended to this Lease.
4. **Compensation.** In consideration of this Lease, TOWN shall pay, to the LODGE, an annual lease payment of One Dollar (\$1.00) per year, payable on or before the First (1st) day of April of each year.
5. **Alterations/Improvements.** TOWN may, with prior written permission of the LODGE, make such alterations and/or improvements to said premise(s) as may be consistent with the permitted use(s) specified above.

Said alterations/improvements, including permits, permit fees, utilities, easements, etc. shall be at the sole cost of the TOWN and the TOWN shall not allow, permit or otherwise incur a lien of any sort or kind to be filed against said property.

Said alterations/improvements, if of a permanent nature, shall become a part of the premises and all title and right(s) to said alterations/improvements shall vest to the LODGE.

If not of a permanent nature, said alteration/improvement may be removed by TOWN, upon termination of this Lease and the premise(s) restored to its(their) original condition, excepting normal wear and tear.
6. **Standard(s) of Construction.** All construction, whether new or renovation, shall be done in a professional manner and meet all building requirements and codes as determined by the Town of Taos Planning Department or other appropriate official/department.
7. **Maintenance.** TOWN shall, at its sole cost and expense, maintain the property and improvements in a clean and orderly condition.

8. Insurance. The TOWN shall maintain property and liability insurance in an amount at least equal to the value of the property, any item(s) and/or property contained therein, and to satisfy the requirements of the New Mexico Tort Claims Act.
9. Binding Effect. This Lease shall be binding upon the parties, their heirs, successor(s)-in-interest(s) or other lawful claimant(s).
10. Scope of Agreement. This Lease incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied and attached to this Lease.
11. Applicable Law. This Lease shall be governed by the Laws of the State of New Mexico and the ordinances, resolutions, rules and regulations of the TOWN.
12. Judicial Enforcement. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eight Judicial District Court, Taos County, State of New Mexico.
13. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Lease is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
14. Amendment. This Lease shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties and appended hereto.

MASONIC LODGE-BENT LODGE #42

William Hines Master
*

Carl Wagner
*

Art Johnson
*

John Hines
*

Charles E. Randall
sec

APPROVED:

Tomas Benavidez
Tomas Benavidez, Town Attorney

TOWN OF TAOS

Bobby F. Duran
Bobby F. Duran, Mayor

ATTEST:

Tamara Trujillo
Tamara Trujillo, Town Clerk



December 9, 2014

Title:

Resolution 14-71 Budget Adjustment Request

Summary:

Consideration and possible approval of Resolution 14-71 Budget Adjustment Request to Transportation Fund - Increase capital outlay by \$18,234 to cover the construction costs for a bus pullout and shelter; Utility Construction Fund - Increase \$9,000 to La Posta Sewer Crossing project for additional costs due to underestimated quantities; Capital Improvements Fund - Increase revenues and expenditures by \$9,053 for bus pullouts and shelters for Transportation, and Wastewater Enterprise Fund - Increase operating expenses \$122,100 to cover costs for the transporting of sludge to Rio Rancho and for the installation of automatic gates and opener for the Septic Discharge Facility.

Background:

Town of Taos Policy requires Council approval on all budget transfers that transfer funds between cost categories, (ie. Personnel, Operating Expenses and Capital Outlay), interfund transfers, **budget increases, project to project** and new projects.

Transportation Fund - The amount of \$18,234 was not carried over from FY 2013-2014 and is available in the unreserved fund balance.

Capital Projects Fund - The amount of \$7,642 is grant revenue that was not carried over from FY 2013-2014 along with \$1,411 of Town Match which will be funded from the balance of the Communications Relocation balance.

Utility Construction Fund - Additional amount of \$9,000 is needed to complete the La Posta Sewer Crossing project, original engineers estimate per unit was underestimated.

Wastewater Enterprise Fund - Additional amount of \$105,000 needed to continue to transport sludge to Rio Rancho through the end of the 2014-2015 fiscal year along with \$17,100 to install the gates and opener for the Septic Discharge Facility.

Submitted by Marietta Fambro, Finance Director (with Francisco Espinoza, Public Works Director)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

 [Resolution 14-71 with backup](#)



**TOWN OF TAOS, NEW MEXICO
RESOLUTION 14-71**

WHEREAS the Town of Taos has adopted its operating budget for the fiscal year ending June 30, 2015, and

WHEREAS the governing body of the Town of Taos, meeting in Regular Session this 9th day of December, 2014 wishes to amend its operating budget inclusive of all previous adjustments for the fiscal year ending June 30, 2015.

NOW, THEREFORE be it resolved that the governing body of the Town of Taos, meeting in Special Session this 9th day of December, 2014, adopts this budget adjustment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration to effect this budget adjustment.

Transportation Fund (29)

Revenues and Other Sources:

Unreserved Fund Balance	\$(18,234)
-------------------------	------------

Expenditures and other Financing Uses:

Capital Outlay – Buildings and Structures	\$ 18,234
---	-----------

(To adjust the Transportation Fund, this budget adjustment will increase operating expense for the construction of a bus pullout and shelter.)

Capital Projects Fund (51)

Revenues and Other Sources:

FTA - Grant	\$ 7,642
-------------	----------

Expenditures and other Financing Uses:

Capital Outlay – Buildings and Structures FTA (51-43)	\$ 7,642
Capital Outlay – Buildings and Structures Town Match (51-44)	\$ 1,411
Capital Outlay – Communications Relocation (51-08)	\$(1,411)

(To adjust the Capital Projects Fund, this budget adjustment will increase the FTA and Town's Match for the design and construction of bus pullouts and shelters.)

Water & Sewer Income Fund (61)

Revenues and Other Sources:

Unreserved Fund Balance	\$(95,000)
-------------------------	------------

Expenditures and other Financing Uses:

Interfund Transfer Out to Fund 63	\$ 95,000
-----------------------------------	-----------

(To adjust the Water and Sewer Fund, this budget adjustment will increase transfer out to the Wastewater Enterprise Fund to cover additional costs for sludge hauling to Rio Rancho.)

Wastewater Enterprise Fund (63)

Revenues and Other Sources:

Unreserved Fund Balance	\$(27,100)
Interfund Transfer In from Fund 61	\$ 95,000

Expenditures and other Financing Uses:

Operating Expenses – Transport Sludge Hauling	\$105,000
Operating Expenses – Installation of Automatic Gates & Opener	\$ 17,100

(To adjust the Wastewater Enterprise Fund, this budget adjustment will increase operating expense to cover the transport of sludge hauling through the end of the fiscal year and install an automatic gate and opener at the Septic Discharge Facility.)

Utility Construction Fund (81)

Revenues and Other Sources:

Unreserved Fund Balance	\$9,000
-------------------------	---------

Expenditures and other Financing Uses:

La Posta Sewer Crossing (81-25)	\$9,000
---------------------------------	---------

(To adjust the Utility Construction Fund, this budget adjustment is needed to cover additional construction costs due to under estimation of quantities by the engineer.)

PASSED, APPROVED, AND ADOPTED THIS 9th DAY OF DECEMBER 2014.

Mayor Pro-Tem Andrew T. Gonzales _____
Councilmember Judith Y. Cantu _____
Councilmember George "Fritz" Hahn _____
Councilmember Frederick A. Peralta _____

TOWN OF TAOS

ADMINISTRATIVE APPROVAL:

Daniel R. Barrone, Mayor



Richard Bellis, Town Manager

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



Floyd W. Lopez, Town Attorney

APPROVED:

Department of Finance and Administration

Date: _____



Town of Taos
BUDGET TRANSFER /ADJUSTMENT REQUEST FORM

Department Name: Public Works
Date Prepared: 12/4/2014
Funds Affected: Transportation Fund (29)
Capital Projects Fund (51)
Utility Construction Fund (81)
Wastewater Enterprise Fund (63)
Water & Sewer Income Fund (81)

FROM (Budget to be Decreased)		TO (Budget to be increased)		AMOUNT	JUSTIFICATION
Line Item Detail	AMOUNT				
29-00-25300 Unreserved Balance	\$ 18,234	29-00-45002 Buildings and Structures		\$ 18,234	This money should have been carried over from the 2013-14 Fiscal Year for the construction of a bus pullout and shelter (excess lodgers tax).
51-00-37033 FTA Grant (Increased)	\$ 7,642	51-43-45002 Buildings and Structures		\$ 7,642	This money should have been carried over from the 2013-14 Fiscal Year for the design and construction of bus pullouts and shelters (grant funds).
Buildings and Structures Communications 51-08-45002 Relocation	\$ 1,411	51-44-45002 Buildings and Structures		\$ 1,411	This money should have been carried over from the 2013-14 Fiscal Year for the design and construction of bus pullouts and shelters (town match).
81-00-25300 Unreserved Balance	\$ 9,000	81-25-45003 Utility Plant in Service		\$ 9,000	Additional amount needed to complete project - original engineers estimate per unit was underestimated.
63-00-25300 Unreserved Balance	\$ 27,100	63-29-44005 Other Contractual Services		\$ 105,000	Additional amount needed to continue to transport sludge to Rio Rancho through the end of the 2014-15 fiscal year. The actual amount spent may be less dependent upon the timing of the approval of the application modification for Taos Regional Landfill.
63-00-39001 Interfund Transfer In	\$ 95,000	63-29-44005 Other Contractual Services		\$ 17,100	Installation of automatic gates and opener for the Septage Discharge Facility.
61-00-25300 Unreserved Balance	\$ 95,000	61-00-47101 Interfund Transfer Out		\$ 95,000	Transfer out to the Wastewater Enterprise to cover portion of the sludge hauling.
TOTAL	\$ 253,387.00			\$ 253,387.00	

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

DEPARTMENT HEAD SIGNATURE *[Signature]* 12/4/14
DATE

TOWN MANAGER SIGNATURE *[Signature]* 12/4/14
DATE

FINANCE DIRECTOR SIGNATURE *[Signature]* 12/4/14
DATE

ACCOUNTANT SIGNATURE _____ DATE _____

BATCH # _____

Council Approval Required	
<input checked="" type="checkbox"/> Yes	Resolution # 14-71
<input type="checkbox"/> No	Date Approved 12/8/2014

Town of Taos, New Mexico
Town of Taos
Municipal Budget Fiscal Year 2014-2015 (FYE 2015)

30-Jul-14
10:07 AM

Operational Property Tax:	<u>2013 Final Value</u>	<u>Operating Tax Rate</u>	<u>Revenue Production</u>	<u>Number of Employees:</u>	
Residential	152,298,600	2.587	393,996	Full Time	175
Non-residential	156,063,365	3.921	611,924	Part Time/Temp	20
			1,005,921		195

Fund No.	Fund	Unaudited Beginning Balance Cash + Investments	Estimated Revenues	Interfund Cash Transfers	Budgeted Expenditures	Estimated Ending Balance Cash + Investments
General Funds:						
11	General Fund	2,480,356	6,089,535	2,005,056	10,574,947	0
101	General 1/12 Reserve Requirement Fund	0	0	881,246	0	881,246
102	General Additional Reserve Fund	0	0	988,185	0	988,185
12	General State Shared Gross Receipts Tax Income Fund	0	4,492,971	(4,492,971)	0	0
13	General State Shared Gasoline Tax Income Fund	0	183,990	(183,990)	0	0
		<u>2,480,356</u>	<u>10,766,496</u>	<u>(802,484)</u>	<u>10,574,947</u>	<u>1,868,410</u>
Special Revenue Funds:						
21	Fire Protection Fund	280,672	225,842	0	506,514	0
22	Recreation Fund	12,414	5,033	0	9,445	8,003
23	Lodger's Tax Fund	142,887	987,360	(937,992)	18,370	173,885
24	Lodger's Tax Promotional Fund	142,024	115,902	750,394	888,913	119,406
25	Local Government Correction Fund	87,034	81,160	0	99,700	68,524
26	Law Enforcement Protection Fund	7,877	32,600	0	40,477	0
27	Civic Center Fund	0	0	0	0	0
28	Domestic Violence Shelter Fund	1	150,000	0	150,000	1
29	Public Transportation Fund	93,730	583,895	187,588	816,664	48,580
30	Community Grants	109,958	273,662	202,000	580,853	4,767
31	Municipal Road Gasoline Tax Fund	0	114,117	(114,117)	0	0
32	1/4 % GRT Capital Improvements Fund	0	851,406	(951,406)	0	0
34	Communications Fund	155,423	702,000	0	719,620	137,803
33	Historic Improvement District Fund	47,713	120,000	0	153,467	14,246
35	Confidential Informant Fund	8,500	0	0	0	8,500
		<u>1,088,233</u>	<u>4,343,007</u>	<u>(863,523)</u>	<u>3,984,023</u>	<u>583,694</u>
Debt Service Funds:						
40	2009 NMFA PPRF Disadvantaged Program (Eco Park)	2	0	180,757	180,756	3
41	2008 Shared Gross Receipts RB Retirement (Town Hall)	1	0	494,825	494,825	1
42	2011 NMFA PPRF Disadvantaged Program (Streets-New)	1,805	0	165,913	167,718	0
43	Camino Real Building Payment	0	0	18,000	18,000	0
45	2011 NMFA PPRF Disadvantaged Program Reserve	170,922	0	0	0	170,922
46	1999 Gasoline Tax Revenue Bond Reserve Fund	0	0	0	0	0
47	2007 NMFA PPRF Disadvantaged Program (Land)	0	0	113,749	113,749	0
		<u>172,730</u>	<u>0</u>	<u>973,044</u>	<u>974,848</u>	<u>170,926</u>
Capital Project Funds:						
50	Facilities Improvements Fund	219,521	50,000	338,000	602,598	4,923
51	Capital Projects Fund	448,567	825,866	(608,725)	659,405	8,104
52	Airport Construction Fund	491,455	23,883,351	413,000	24,439,662	148,144
53	Capital/Maintenance/Operating Fund	0	0	318,504	318,504	0
54	Vehicle Replacement Fund	84,808	0	0	64,000	20,808
58	1994 GRT Revenue Bond Acquisition Fund	462,237	52,000	0	8,994	505,243
57	2009 NMFA PPRF (Eco Park) DS Reserve	182,989	0	0	0	182,989
59	1999 Gasoline Tax Acquisition Fund	1,054,135	2,331,494	132,184	3,506,591	11,232
		<u>2,943,713</u>	<u>26,942,511</u>	<u>592,973</u>	<u>29,597,754</u>	<u>881,443</u>
Enterprise Funds:						
61	Water & Sewer Income Fund	1,071,345	3,659,441	(4,811,868)	0	118,918
162	ARRA Loan Debt Service Reserve Fund	10,000	0	10,000	0	20,000
163	ARRA Equipment Replacement Fund	47,419	0	47,419	0	94,838
164	Water & Sewer Asset Management Fund	721,500	0	300,000	0	1,021,500
62	Water Enterprise Fund	329,639	0	838,500	1,058,442	111,697
63	Wastewater Enterprise Fund	43,253	0	1,854,127	1,681,733	35,647
64	Water Rights Fund	1,503,229	35,866	(165,574)	276,206	1,097,415
65	Solid Waste Fund	801,486	1,315,323	0	1,348,749	768,040
67	Water Trust Board/NMEID Loans/Reserve	1	0	108,114	108,114	1
68	2001A Water & Sewer RB Retirement Fund (NMFA)	0	0	69,484	69,484	0
69	2001A Water & Sewer Revenue Bond Reserve Fund	74,062	0	0	0	74,062
70	2004 Taos Regional Landfill RB Retirement Fund	0	0	0	0	0
71	2000A Water & Sewer Revenue Bond Fund	0	0	14,750	14,750	0
72	2000A Water & Sewer Revenue Bond Reserve Fund	17,910	0	0	0	17,910
73	1993-A Water & Sewer Revenue Bond Fund	57	0	40,189	40,246	0
74	1993-B Water & Sewer Revenue Bond Fund	0	0	8,115	8,115	0
75	1993-A Water & Sewer Revenue Bond Reserve Fund	40,462	0	0	0	40,462
76	1993-B Water & Sewer Revenue Bond Reserve Fund	7,867	0	0	0	7,867
77	1995-A Water & Sewer Revenue Bond Retirement Fund	0	0	78,018	78,018	0
78	1995-A Water & Sewer Revenue Bond Reserve Fund	77,943	0	0	0	77,943
79	1998-A Water & Sewer Revenue Bond Retirement Fund	0	0	26,238	26,238	1
80	1998-A Water & Sewer Revenue Bond Reserve Fund	27,345	0	0	0	27,345
81	Utility Improvements Fund	2,066,588	0	1,582,488	3,116,677	532,398
82	Taos Regional Landfill Fund-IGC	84,348	1,126,198	(306,195)	778,203	106,146
83	2008A Taos Regional Landfill DS Reserve Fund	102,892	0	0	0	102,892
84	Taos Regional Landfill Closure Fund	885,239	0	85,000	0	950,239
85	2004-Taos Regional Landfill Acquisition Fund	15,285	0	757,000	772,000	295
86	2004-Taos Regional Landfill Reserve Fund	0	0	0	0	0
87	Taos Regional Landfill Cell Replacement Fund	757,000	0	(637,000)	0	120,000
88	NMFA PPRF Disadvantaged Prog Taos Regional Landfill	1	0	121,195	121,195	1
		<u>8,664,860</u>	<u>6,136,926</u>	<u>0</u>	<u>9,476,169</u>	<u>5,325,617</u>
Agency Funds:						
89	Deposit/Refunds	68,342	0	0	68,342	0
90	Severance Pay Trust Fund	338	0	100,000	100,338	0
91	Meter Fund	0	0	0	0	0
93	Crime Lab Fund	383	14,752	0	15,135	0
97	Civic Center Security Deposit Fund	2,680	0	0	2,680	0
		<u>71,743</u>	<u>14,752</u>	<u>100,000</u>	<u>186,495</u>	<u>0</u>
Grand Total		<u>15,421,635</u>	<u>48,203,692</u>	<u>0</u>	<u>54,784,237</u>	<u>8,831,090</u>

Budget Adjustment Request for Sludge Hauling

	Costs	Paid to Town of Taos	Paid to Waste Management
2013-2014 Total	\$ 139,423.90	\$ 81,217.00	\$ 58,206.90
2013-2014 Monthly Average	\$ 11,618.66	\$ 6,768.08	\$ 4,850.58
	100%	58%	42%
		Town of Taos	Waste Management
2014-2015 Estimated Costs	\$ 140,272.41	\$ 81,711.27	\$ 58,561.14
Available	\$ 35,272.41		
Budget Adjustment Request	\$ 105,000.00		

This budget adjustment request is estimated based on actual 2013-2014 fiscal year costs. It is intended to cover the sludge hauling costs through June 2015.

FOR THE MONTH ENDING: JUNE 30TH, 2014

29 -PUBLIC TRANSPORTATION FD

EXPENSES

00-PUBLIC TRANSPORTATION

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
PERSONAL SERVICES							
00-41001 FULL-TIME EMPLOYEES	171,740.00	14,369.02	150,070.50	87.38	21,669.50	0.00	21,669.50
00-41002 PART-TIME EMPLOYEES	35,377.00	3,892.51	36,926.95	104.38 (	1,549.95)	0.00 (	1,549.95)
00-41003 TEMPORARY EMPLOYEES	31,921.00	1,463.13	27,820.53	87.15	4,100.47	0.00	4,100.47
00-41004 OVERTIME PAY	4,620.00	816.23	10,470.40	226.63 (	5,850.40)	0.00 (	5,850.40)
00-41005 TERMINAL LEAVE PAY	1,910.00	0.00	3,363.44	176.10 (	1,453.44)	0.00 (	1,453.44)
00-41007 STANDBY DUTY PAY	500.00	0.00	0.00	0.00	500.00	0.00	500.00
00-41011 FICA TAXES	18,431.00	1,527.09	16,846.83	91.40	1,584.17	0.00	1,584.17
00-41012 RETIREMENT	26,199.00	2,200.87	22,388.02	85.45	3,810.98	0.00	3,810.98
00-41013 MEDICAL & DENTAL INSURANC	45,779.00	3,430.84	39,023.51	85.24	6,755.49	0.00	6,755.49
00-41014 UNEMPLOYMENT INSURANCE	24,510.00	0.00	19,246.23	78.52	5,263.77	0.00	5,263.77
00-41015 WORKER'S COMPENSATION INS	22,268.00	0.00	23,195.69	104.17 (	927.69)	0.00 (	927.69)
00-41016 WORKER'S COMPENSATION ADM	97.00	20.70	89.70	92.47	7.30	0.00	7.30
00-41017 RETIREE HEALTH CARE	3,769.00	288.69	2,962.10	78.59	806.90	0.00	806.90
CATEGORY TOTAL	387,121.00	28,009.08	352,403.90	91.03	34,717.10	0.00	34,717.10
OPERATING EXPENSES							
00-42001 MILEAGE & PER DIEM	1,520.00	1,754.07	3,344.98	220.06 (	1,824.98)	0.00 (	1,824.98)
00-42002 DUES & REGISTRATION FEES	1,965.00	500.00	2,260.00	115.01 (	295.00)	0.00 (	295.00)
00-42003 VEHICLE SUPPLIES & MANT.	103,814.00	8,741.26	96,590.97	93.04	7,223.03	0.00	7,223.03
00-42005 BUILDING SUPPLIES & MANT.	1,926.00	708.13	1,982.39	102.93 (	56.39)	0.00 (	56.39)
00-42006 PROPERTY INSURANCE	9,644.00	0.00	9,644.11	100.00 (	0.11)	0.00 (	0.11)
00-42008 EQUIPMENT REPAIR & MAINTEN	533.00	27.72	330.13	61.94	202.87	0.00	202.87
00-43001 OFFICE SUPPLIES	5,951.00	776.47	5,535.20	93.01	415.80	0.00	415.80
00-43003 SENSITIVE ITEMS	9,549.00	100.88	5,619.64	58.85	3,929.36	0.00	3,929.36
00-43006 UNIFORMS & LAUNDRY	2,090.00	0.00	1,534.21	73.41	555.79	0.00	555.79
00-43007 UTILITIES	16,897.00	1,381.12	15,781.83	93.40	1,115.17	0.00	1,115.17
00-43008 POSTAGE, FREIGHT, & EXPRESS	115.00	0.00	65.14	56.64	49.86	0.00	49.86
00-43009 BOOKS, PERIODICALS & SOFTW	0.00	0.00	300.00	0.00 (	300.00)	0.00 (	300.00)
00-44001 ADVERTISING	10,553.00	0.00	10,089.49	95.61	463.51	0.00	463.51
00-44005 OTHER CONTRACTUAL SERVICE	5,000.00	0.00	0.00	0.00	5,000.00	0.00	5,000.00
00-44007 OTHER MISCELLANEOUS EXPEN	0.00	95.00	104.00	0.00 (	104.00)	0.00 (	104.00)
CATEGORY TOTAL	169,557.00	14,084.65	153,182.09	90.34	16,374.91	0.00	16,374.91
CAPITAL OUTLAY							
00-45002 BUILDINGS & STRUCTURES	18,685.00	0.00	450.72	2.41	18,234.28	0.00	18,234.28
00-45004 VEHICLES	115,500.00	0.00	987.47	0.85	114,512.53	0.00	114,512.53
CATEGORY TOTAL	134,185.00	0.00	1,438.19	1.07	132,746.81	0.00	132,746.81

T O W N O F T A O S
FINANCIAL STATEMENT
FOR THE MONTH ENDING: OCTOBER 31ST, 2014

51 -CAPITAL PROJECT FUND
EXPENSES
~~08-COMMUNICATION~~ RELOCAT

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
CAPITAL OUTLAY							
08-45002 BUILDING & STRUCTURES	37,847.00	0.00	1,290.49	3.41	36,556.51	0.00	36,556.51
CATEGORY TOTAL	37,847.00	0.00	1,290.49	3.41	36,556.51	0.00	36,556.51
DEPARTMENT TOTALS	37,847.00	0.00	1,290.49	3.41	36,556.51	0.00	36,556.51

T O W N O F T A O S
FINANCIAL STATEMENT

PAGE: 1

FOR THE MONTH ENDING: JUNE 30TH, 2014

51 -CAPITAL PROJECT FUND
REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
MUNICIPAL TAXES							
00-31003 GROSS RECEIPTS TAX (1/8)	458,521.00	35,649.10	468,511.26	102.18 (	9,990.26)	0.00 (	9,990.26)
00-31004 GROSS RECEIPTS TAX (1/16)	229,261.00	17,824.55	234,255.63	102.18 (	4,994.63)	0.00 (	4,994.63)
CATAGORY TOTAL	687,782.00	53,473.65	702,766.89	102.18 (	14,984.89)	0.00 (	14,984.89)
FEDERAL GRANTS							
STATE GRANTS							
00-37010 COURT AUTOMATION FUND	8,967.00	0.00	0.00	0.00	8,967.00	0.00	8,967.00
00-37013 E911 EQUIPMENT REIMBURSEME	0.00	0.00	10,000.00	0.00 (	10,000.00)	0.00 (	10,000.00)
00-37019 QUICK ATTACK TRUCK-FIRE FU	180,500.00	0.00	0.00	0.00	180,500.00	0.00	180,500.00
00-37033 FTA GRANT-TRANSPORTATION	53,353.00	1,730.95	45,710.95	85.68	7,642.05	0.00	7,642.05
CATAGORY TOTAL	242,820.00	1,730.95	55,710.95	22.94	187,109.05	0.00	187,109.05
MISCELLANEOUS REVENUES							
00-38001 INTEREST ON INVESTMENT	0.00	43.00	508.13	0.00 (	508.13)	0.00 (	508.13)
CATAGORY TOTAL	0.00	43.00	508.13	0.00 (	508.13)	0.00 (	508.13)
OTHER FINANCING SOURCES							
00-39001 INTERFUND CASH TRANS IN	28,136.00	18,332.48	46,468.48	165.16 (	18,332.48)	0.00 (	18,332.48)
CATAGORY TOTAL	28,136.00	18,332.48	46,468.48	165.16 (	18,332.48)	0.00 (	18,332.48)
FUND TOTAL REVENUES	958,738.00	73,580.08	805,454.45	84.01	153,283.55	0.00	153,283.55

T O W N O F T A O S
FINANCIAL STATEMENT
FOR THE MONTH ENDING: JUNE 30TH, 2014

51 -CAPITAL PROJECT FUND
EXPENSES
44-SKI VALLEY BUS - TM

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
OPERATING EXPENSES							
CAPITAL OUTLAY							
44-45002 BUILDINGS & STRUCTURES	12,168.00	982.40	10,757.31	88.41	1,410.69	0.00	1,410.69
CATEGORY TOTAL	12,168.00	982.40	10,757.31	88.41	1,410.69	0.00	1,410.69
DEPARTMENT TOTALS	12,168.00	982.40	10,757.31	88.41	1,410.69	0.00	1,410.69



December 9, 2014

Title:

Contract TT-15-130 Advanced Network Managment

Summary:

Discussion, consideration and possible approval of Contract TT-15-130 with Advanced Network Management in the amount of \$50,939 plus gross receipts tax for the installation and purchase of a new Cisco VoIP phone switch located at Town Hall.

Background:

The existing Cisco VoIP phone system is at end of life and the support for both hardware and software cannot be extended due to the manufacturers restrictions. The system needs to be replaced with an new and modern phone switch prior to its failure which will accommodate future enhancements the current system does not. Repurposing the existing Cisco handsets will save the Town of Taos \$30,000 by repurposing them with the new system, saving the time and money to dispose of them. The contract cost includes the a three years of hardware and software support and licensing. The contractor anticipates the project will take approximately a week to setup and implement with minimal after business hours interruption to the business process.

Staff Recommendation:

The Information Technology department is requesting approval of this contract.

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

- ☐ [Town of Taos Service Contract TT-15-43](#)
- ☐ [Documentation Required for Purchases Form](#)
- ☐ [Quotes](#)
- ☐ [State Contracts and ESS](#)
- ☐ [Contract Document Request Form](#)
- ☐ [Campaign Contribution Disclosure Form](#)
- ☐ [Statement of Assurances Form](#)



TOWN OF TAOS

SERVICE CONTRACT TT-15-43

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Advanced Network Management, Inc.**, (hereinafter "CONTRACTOR"), contract will be in effective on December ____, 2014.

WHEREAS, the TOWN has found it necessary to retain the services provided by CONTRACTOR; and

WHEREAS, the TOWN desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. Scope of Work.
 - A. Contractor shall provide the following services: Purchase and install phone switch as provided in Quote ANMQ5525 and ANMQ5516.
 - B. Services will be performed at: 400 Camino de la Placita, Taos New Mexico.
2. Contact Person, Address & Phone.
 - A. CONTRACTOR'S contact person for this contract is: **Colby Elliott**
 - B. The address and phone number is:
4601 Columbine Ave. NE
Albuquerque, NM 87113
505-888-8822
Colby.elliott@anm.com
3. Term. This contract shall terminate November 25, 2017 unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

Contractor should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The TOWN is not required to pay CONTRACTOR under this Contract for any work performed before the Contract is entered into or after it has terminated.

4. Renewal. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN and CONTRACTOR. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no services contract for less than \$25,000.00 including renewals or extensions, may exceed a total period of four years and no service contract for \$25,000.00 or more including any renewals or extensions, may exceed a total period of eight years (subject to exceptions stated in the statute).

5. Compensation.

A. The total amount payable to the CONTRACTOR under this Contract, including gross receipts tax and any expenses agreed to, as shown below, shall not exceed **\$52,973.91**. **This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.** Total contract amount is per Quote ANMQ5525 and ANMQ5516 attached as Exhibit A.

B. The TOWN shall pay CONTRACTOR at the following work performed under this Contract: Installation and Project Management \$21,101.00; Equipment \$25,697.92

The total amount for such services under this Contract, excluding gross receipts tax and any allowed expenses, shall not exceed \$46,798.92.

C. Maximum Contract amount excluding GRT: \$46,798.92
Total maximum payable gross receipts tax amount: \$2,034.99
Allowed expenses: Travel \$1,440.00; Overnight per diem for Engineer \$2,700.00

The total maximum contract amount including taxes at the above rate and any expenses: **\$52,973.91**. If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

D. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.

E. The Procurement of the services is pursuant to §N.M.S.A. 13-1-129 utilizing NM State Contract #10-000-00-00051AL. The services requested are within the Scope of Work of the State Contract, and the price for the services is equal to or less than the price set forth in the State Contract.

E. CONTRACTOR must submit a detailed monthly statement accounting for all services performed and expenses incurred. If the TOWN finds that the services or expenses are not acceptable, within thirty days after the date of receipt of the written statement from the Contractor requesting payment, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the TOWN that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the TOWN'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The TOWN shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

- F. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
 7. Deliverables. CONTRACTOR shall deliver, to the TOWN, all "deliverables" included within the scope of this contract no later than submission of CONTRACTOR's final bill.
 8. Appropriations. This contract is contingent upon there being sufficient appropriations available. The TOWN shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
 9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
 10. Termination-Suspension. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.

The TOWN may suspend work under this Contract for any reason the TOWN in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONTRACTOR. Immediately upon receipt of notice of contract suspension, CONTRACTOR shall cease work pursuant to the Contract and await further instructions from the TOWN except that, with the TOWN's permission which shall not be unreasonably denied, the CONTRACTOR may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the TOWN's, the CONTRACTOR's, any subcontractor's, or the public's personnel or property. In the event that the CONTRACTOR, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the TOWN and the parties shall in good faith attempt to agree on what additional work is reasonably required under the

circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

11. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the TOWN.
13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
14. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
16. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
17. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the TOWN shall have no liability for payment of such taxes

or amounts.

18. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
20. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.
21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Required Liability Insurance. CONTRACTOR shall maintain general liability insurance naming the Town of Taos as an additional insured in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 and shall maintain adequate professional liability (malpractice) insurance.
23. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the TOWN the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
24. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or default, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No's. 10, 25, & 27 herein.
25. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.

26. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
27. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
28. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date last written below.

TOWN APPROVAL

Daniel Barrone, Mayor

Date signed

CONTRACTOR:

Contractor

Printed Name: _____

Title or Position: _____

Contractor's GRT/CRS Number OR


Contractor's Fed. Tax ID No. or SSN

Date signed

ATTESTED TO BY:

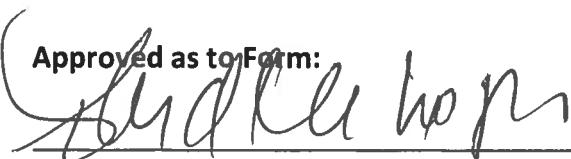
Renee Lucero, Town Clerk

ACCOUNTING APPROVAL:



Marietta S. Fambro, Finance Director
Budget Line Item: 51-63-45007

Approved as to Form:



Floyd W. Lopez, Town Attorney

ADMINISTRATIVE APPROVAL:

A handwritten signature in black ink, appearing to read 'Richard Bellis', written over a horizontal line.

Richard Bellis, Town Manager

DOCUMENTATION REQUIRED FOR PURCHASES-

☐ STATE USE ACT COMPLIANCE

☐ Minimum of 3 solicitations and or oral/written quotation attached. OR memo required.

☒ Contract w/Scope of Service

Contract # TT-15-130

☐ Campaign Disclosure Form

Maturity Date: 11/25/2017

☐ W-9 if new vendor

Vendor Name Advanced Network Management

☐ CONTRACTOR LICENSE # _____

☐ DOL REGISTRATION # _____

////////////////////////////////////
PLEASE NOTE: Bid bonds, Performance Bonds and Payment Bonds are required for construction projects over \$25000.00
////////////////////////////////////

Under \$1,000

☐ Best Obtainable Price

\$1,000.01-\$10,000

☐ 3 oral/written quotations minimum (Quotation Form, and written quotations attached)

\$10,000.01 - \$30,000

☐ 3- Written quotations on Company letterhead

\$30000.01-\$60,000 COORDINATE THROUGH PROCUREMENT OFFICE-INFORMAL PROCESS

☐ Specs&/Plans

☐ Sealed Bid (CONSTRUCTION) 3- Sealed written quotes on Company letterhead (Non-Const)

\$10,000 for Surveyors and Landscape Architects

\$60,000 and over ALL other Professional Services, Non-Professional Services and BIDS

☐ Bid/RFP # _____

☐ Specs &/ Plans

☐ Needs to be advertised at least 10 days prior to BID/RFP opening

☐ Bid Bond, Payment Bond and Performance Bond required (FOR CONSTRUCTION SERVICES)

☐ Construction contracts- Require **WAGE RATES** – Projects OVER \$60,000.00 (Required on projects over \$2,000 when using Federal monies- BOTH STATE WAGE RATES & DAVIS-BACON WAGE RATES)

☐ For BID & RFP (Submission must be SEALED)

☐ For BID & RFP (SEALED)- needs Council approval- **Date Approved** _____

☐ For RFP (Professional Liability Insurance may be required)

☐ For BID -Bidders Qualifications Statement

☐ For BID -List of subcontractors (If Applicable-Sub-Contractors Fair Practice Act form)

☐ For BID -Winning Contractor(s) requirement to attend Pre-Construction Conference (If Applicable)

☐ **Bids over \$60,000.00 require proof of registration with the Department of Labor for both GC and Sub-contractors**

☐ For BIDS & RFP- Change orders/Contract increases over \$25,000 must be approved by Town Council and include a recap cost to date.

☐ For BIDS & RFP-Notice regarding kickbacks

REQUESTED BY Conrad Cordover ON 11/18/2014

CONTRACT # TT-15-130 ISSUED BY _____ ON _____

PROCUREMENT REVIEWED BY Sharon Voigt ON 11/24/2014

AVAILABLE BUDGET REVIEWED BY Maritta Standen ON 11/24/14

51-63-45007 - \$52,973.91

torres 11/18/2014

4:44 PM

w-bid documents/bidding & contract requirements/documentation.....

- ❑ **Bidding documents for a construction project (over \$25K) shall contain a listing threshold which shall be \$5000 or ½% of the Architect's or engineer's estimate of the total project cost.**
- ❑ **Sub contractors required to furnish payment & performance bonds to General Contractor if bid is over \$125K**
- ❑ **SPECS &/ PLANS MUST BE AVAILABLE BEFORE A BID NUMBER IS ISSUED BY THE PURCHASING AGENT.**
- ❑ **NO WORK SHALL BE AUTHORIZED WITHOUT A CONTRACT.**
- ❑ **MONEY HAS TO BE AVAILABLE IN THE BUDGET LINE NUMBER**
- ❑ **ALL DOCUMENTATION HAS TO BE MADE AVAILABLE TO THE PURCHASING OFFICE BEFORE A PURCHASE ORDER WILL BE ISSUED.**

DEFINITION OF TERMS:

Best obtainable price (best value): an assessment of the return which can be achieved based on the total life cycle cost of the item; can include an assessment of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item

Bid: an offer submitted by a prospective vendor in response to an invitation for bid (IFB) issued by a purchasing authority; become a contract upon acceptance by the buyer.

Bid Bond: an insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded (insured bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Contract: 1: a legally binding promise, enforceable by law **2:** an agreement between parties, with binding legal and moral force, usually exchanging goods or services for money or other consideration **3:** all types of agreements, regardless of what they may be called, for the procurement of disposal of supplies, services or construction **4:** an agreement between a contracting authority and a person or business unit to provide a good, perform a service, construct a work, or to lease real property for appropriate consideration.

Payment Bond: a bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

Performance Bond: a bond, executed subsequent to award by a successful bidder, to protect the buyer from loss due to the bidder's inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

Proposal: in competitive negotiations, the document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

Scope of Service: detailed description of work or service to be performed.

Sealed bid: a bid submitted in response to an invitation for bid. Bid is submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids.

Specs/Plans: a description of the physical or functional characteristics, or of the nature of a supply, service, or construction item: the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.



QUOTE

4601 Columbine Ave. NE, Albuquerque, NM 87113
t. 5058888822 f. 5058889452

Number ANMQ5516
Date Nov 14, 2014
Expiration Date Dec 14, 2014

Sold To

Town of Taos
Conrad Cordova
400 Camino de la Placita
Taos, NM 87571
United States

Ship To

Town of Taos
Conrad Cordova
400 Camino de la Placita
Taos, NM 87571
United States

Your Sales Rep

Colby Elliott
505-888-8822
colby.elliott@anm.com

Phone
Fax

Phone
Fax

Terms	P.O. Number	Ship Via	Contract Number
Net 30			SPA 40-000-13-00020 WAN/LAN

Description	Qty	Unit Price	Ext. Price
Cisco BE6000 Medium Density Server, Export Restricted SW	2	\$5,536.60	\$11,073.20
Cisco SMARTnet - 8 x 5 Next Business Day - 3 Year Maintenance for BE6K-ST-BDL-K9=	2	\$595.63	\$1,191.26 ✓
BE 6000 - User License Starter Bundle with 25 UWL Licenses	1	\$589.00	\$589.00
Unified CMBE6K Enhanced UCL - SW Upg with UCSS	120	\$26.51	\$3,181.20
Unified CMBE6K Essential UCL - SW Upg with UCSS	48	\$5.89	\$282.72
Unified CMBE6K Voicemail UCL - SW Upg with UCSS	120	\$8.84	\$1,060.80
Cisco Unified Communications Essential Operate Service - 24 x 7 - 3 Year Maintenance for UCM-10X-ENH-UCL	120	\$10.43	\$1,251.60 ✓
BE6K - UCSS for Enhanced User - 3 Years - 1 User	120	\$21.20	\$2,544.00
Cisco Unified Communications Essential Operate Service - 24 x 7 - 3 Year Maintenance for UCM-10X-ESS-UCL	48	\$1.61	\$77.28 ✓
BE6K - UCSS for Essential User - 3 Years - 1 User	48	\$4.12	\$197.76
Cisco Unified Communications Essential Operate Service - 24 x 7 - 3 Year Maintenance for UCN-10X-VM-UCL	120	\$6.42	\$770.40 ✓
BE6K - UCSS for VM User - 3 Years - 1 User	120	\$10.01	\$1,201.20
Cisco Unified Communications Essential Operate Service - 24 x 7 - 3 Year Maintenance for UCM-10X-UWLSTD	25	\$16.79	\$419.75 ✓
BE6K UCSS for CUWL-BE User - 3 Years - 1 User	25	\$41.23	\$1,030.75
EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 10X SYSTEM	50	\$11.78	\$589.00
UCSS Emergency Responder - 3 years - 1 User	50	\$2.36	\$118.00
Cisco Unified Communications Essential Operate Service - 24 x 7 - 3 Year Maintenance for UCSS-U-ER-3-1	50	\$2.40	\$120.00 ✓

Description		Qty	Unit Price	Ext. Price
<p>I agree to the above pricing and all Terms and Conditions as stated on the accompanying document. I hereby authorize ANM to order products and/or perform services as stated.</p> <p>Additional Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Prices subject to change. NTTC required for non-taxable sales.</p>			SubTotal	\$25,697.92
			Tax	\$268.12
			Shipping	\$0.00
			Total	\$25,966.04

Signature

Date



Terms and Conditions

TERMS OF PAYMENT - Payment is due NET 30 days from invoice date for customers with established credit standing, unless otherwise indicated on the Advanced Network Management (ANM) agreement, quote, or proposal. A service charge of 1-1/2% per month will be added to all past due balances. Accounts that are more than 30 days past due may be referred to a third party for collections.

TAXES - Applicable taxes will be added to all prices unless a proper tax exemption certificate is on file at our office at the time the order is placed.

SECURITY INTEREST - Customer hereby grants to ANM a continuing purchase money security interest, and ANM retains a purchase money security interest under the Uniform Commercial Code as enacted in the State of New Mexico, for any and all goods and equipment sold to Customer (and any proceeds arising from the sale, assignment or transfer of such goods and equipment) until payment in full has been made to ANM. In the event of default by Customer under the terms herein, ANM shall have all the rights and remedies of a secured creditor under New Mexico U. C. C. provisions. Customer agrees to execute financing statements and other documents as ANM may request in order to perfect ANM's security interest hereunder.

ORDERS - All orders are subject to credit approval. All orders placed with ANM, regardless of how transmitted, are subject to our approval and acceptance. Orders involving special merchandise not regularly stocked by us are subject to cancellation only with the approval and terms of the supplier on whom our order in turn has been placed.

SHIPPING - ANM will use our judgment in selecting the best carrier for all orders without shipping instructions. Terms are F.O.B. shipping point.

EQUIPMENT WARRANTIES - ANM does not warranty any of the hardware or software provided to customer unless such warranty is purchased by the customer for specific equipment under an Extended Protection Plan (EPP). Customer agrees specifically to rely only upon the manufacturer's warranty as to the hardware and software installed. This warranty is in lieu of all other warranties, expressed or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose.

DAMAGE CLAIMS - Claims for shortages or damaged equipment on deliveries by ANM personnel must be made within 5 days of delivery date. Claims for damage or loss in transit on shipments made by common carrier must be made to the carrier by the purchaser and in accordance with the terms of the carrier. All merchandise shipped direct is F.O.B. shipping point.

SOFTWARE - The sale of or rights to the use of software is subject to the manufacturer's warranties and applicable licensing agreements. It is the policy of ANM not to install or configure software that is not legally licensed. ANM will assist the customer in maintaining appropriate legal software licensing.

ADDITIONAL TERMS & CONDITIONS - The standard terms and conditions of sales of the manufacturer whose products are being resold by ANM are made a part of this agreement. Additional shipping charges may apply. Prices may be subject to change.

CUSTOMER RESPONSIBILITY - The customer shall be solely and exclusively responsible for the following: (A) Approve the design specifications and scope of work covered by this agreement. (B) Insure that the operational system meets applicable designs, specifications, standards, laws, safety requirements, environmental requirements, and good practices. (C) Obtain and/or pay for any permits or fees which may be necessary in order to perform the requested Customer Support Services.

LIABILITY - Except to the extent finally determined to have resulted from Advanced Network Management, Inc.'s gross negligence or willful misconduct: (1) Advanced Network Management, Inc.'s maximum liability to the customer for any reason, including Advanced Network Management, Inc.'s negligence, relating to the services and/or product sold under this agreement shall be limited to the fees paid to Advanced Network Management, Inc. for the services or product giving rise to liability and (2) the customer will indemnify and hold harmless Advanced Network Management, Inc. and its personnel from any claims, liabilities, costs and expenses arising for any reason, including Advanced Network Management, Inc.'s negligence, relating to the services under this agreement.

DISPUTE RESOLUTION - Each party agrees that they have a common interest in preventing and resolving misunderstandings and differences of interpretation that may arise out of or related to this Agreement. In the event of any controversy or claim arising out of this agreement, such controversy or claim shall be settled in Albuquerque, New Mexico, in accordance with the commercial rules of the American Arbitration Association then in affect, and judgment of the award may be entered in any court having jurisdiction thereof.

SEVERABILITY - If any provision of this agreement shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable but that by limiting such provision will it become valid and enforceable then such provision shall be deemed to be written, construed and enforced as so limited. Interpretation of this agreement shall be governed by the laws of the State of New Mexico.



QUOTE

4601 Columbine Ave. NE, Albuquerque, NM 87113
t. 5058888822 f. 5058889452

Number ANMQ5525
Date Nov 14, 2014
Expiration Date Dec 14, 2014

Sold To

Town of Taos
Conrad Cordova
400 Camino de la Placita
Taos, NM 87571
United States

Phone (575) 751-2036
Fax

Ship To

Town of Taos
Conrad Cordova
400 Camino de la Placita
Taos, NM 87571
United States

Phone (575) 751-2036
Fax

Your Sales Rep

Colby Elliott
505-888-8822
colby.elliott@anm.com

Terms

Net 30

P.O. Number**Ship Via****Contract Number**

10-000-00-00051AL

Description**Qty****Unit Price****Ext. Price**

Professional Services - VDE3
Install two new UCS servers (Cisco BE6K) and VMWare ESXi on them.
Backup existing call manager and unity connection
Install new version of CUCM, Unity Connection and Presence
Add new phones/users
Upgrade the IOS on VG224 and voice gateways.
Restore from backup
Test as per agreed upon test plan.

124

\$155.00

\$19,220.00

Project Managment - NA1

19

\$99.00

\$1,881.00

Travel

18

\$80.00

\$1,440.00

Overnight Per Diem per Engineer

12

\$225.00

\$2,700.00

I agree to the above pricing and all Terms and Conditions as stated on the accompanying document. I hereby authorize ANM to order products and/or perform services as stated.

Additional Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Prices subject to change. NTTC required for non-taxable sales.

SubTotal	\$25,241.00
Tax	\$1,766.87
Shipping	\$0.00
Total	\$27,007.87

Signature

Date



Terms and Conditions

TERMS OF PAYMENT - Payment is due NET 30 days from invoice date for customers with established credit standing, unless otherwise indicated on the Advanced Network Management (ANM) agreement, quote, or proposal. A service charge of 1-1/2% per month will be added to all past due balances. Accounts that are more than 30 days past due may be referred to a third party for collections.

TAXES - Applicable taxes will be added to all prices unless a proper tax exemption certificate is on file at our office at the time the order is placed.

SECURITY INTEREST - Customer hereby grants to ANM a continuing purchase money security interest, and ANM retains a purchase money security interest under the Uniform Commercial Code as enacted in the State of New Mexico, for any and all goods and equipment sold to Customer (and any proceeds arising from the sale, assignment or transfer of such goods and equipment) until payment in full has been made to ANM. In the event of default by Customer under the terms herein, ANM shall have all the rights and remedies of a secured creditor under New Mexico U. C. C. provisions. Customer agrees to execute financing statements and other documents as ANM may request in order to perfect ANM's security interest hereunder.

ORDERS - All orders are subject to credit approval. All orders placed with ANM, regardless of how transmitted, are subject to our approval and acceptance. Orders involving special merchandise not regularly stocked by us are subject to cancellation only with the approval and terms of the supplier on whom our order in turn has been placed.

SHIPPING - ANM will use our judgment in selecting the best carrier for all orders without shipping instructions. Terms are F.O.B. shipping point.

EQUIPMENT WARRANTIES - ANM does not warranty any of the hardware or software provided to customer unless such warranty is purchased by the customer for specific equipment under an Extended Protection Plan (EPP). Customer agrees specifically to rely only upon the manufacturer's warranty as to the hardware and software installed. This warranty is in lieu of all other warranties, expressed or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose.

DAMAGE CLAIMS - Claims for shortages or damaged equipment on deliveries by ANM personnel must be made within 5 days of delivery date. Claims for damage or loss in transit on shipments made by common carrier must be made to the carrier by the purchaser and in accordance with the terms of the carrier. All merchandise shipped direct is F.O.B. shipping point.

SOFTWARE - The sale of or rights to the use of software is subject to the manufacturer's warranties and applicable licensing agreements. It is the policy of ANM not to install or configure software that is not legally licensed. ANM will assist the customer in maintaining appropriate legal software licensing.

ADDITIONAL TERMS & CONDITIONS - The standard terms and conditions of sales of the manufacturer whose products are being resold by ANM are made a part of this agreement. Additional shipping charges may apply. Prices may be subject to change.

CUSTOMER RESPONSIBILITY - The customer shall be solely and exclusively responsible for the following: (A) Approve the design specifications and scope of work covered by this agreement. (B) Insure that the operational system meets applicable designs, specifications, standards, laws, safety requirements, environmental requirements, and good practices. (C) Obtain and/or pay for any permits or fees which may be necessary in order to perform the requested Customer Support Services.

LIABILITY - Except to the extent finally determined to have resulted from Advanced Network Management, Inc.'s gross negligence or willful misconduct: (1) Advanced Network Management, Inc.'s maximum liability to the customer for any reason, including Advanced Network Management, Inc.'s negligence, relating to the services and/or product sold under this agreement shall be limited to the fees paid to Advanced Network Management, Inc. for the services or product giving rise to liability and (2) the customer will indemnify and hold harmless Advanced Network Management, Inc. and its personnel from any claims, liabilities, costs and expenses arising for any reason, including Advanced Network Management, Inc.'s negligence, relating to the services under this agreement.

DISPUTE RESOLUTION - Each party agrees that they have a common interest in preventing and resolving misunderstandings and differences of interpretation that may arise out of or related to this Agreement. In the event of any controversy or claim arising out of this agreement, such controversy or claim shall be settled in Albuquerque, New Mexico, in accordance with the commercial rules of the American Arbitration Association then in affect, and judgment of the award may be entered in any court having jurisdiction thereof.

SEVERABILITY - If any provision of this agreement shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable but that by limiting such provision will it become valid and enforceable then such provision shall be deemed to be written, construed and enforced as so limited. Interpretation of this agreement shall be governed by the laws of the State of New Mexico.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor
0000051498
Advanced Network Management
PO Box 94840
Albuquerque, NM 87199

Telephone No. (505) 888-8822

Price Agreement Number: 10-000-00-00051AL

Price Agreement Amendment No.: Two

Term: July 1, 2011 – March 30, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

Invoice:
As Requested

Title: IT Professional Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 1, 2013 to March 30, 2014 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

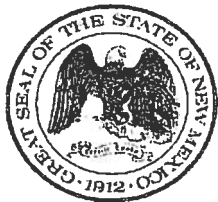
Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 2/18/13

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
AM

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000051498
Advanced Network Management
4601 Columbine Ave, NE
Albuquerque, NM 87113

Telephone No. (505) 888-8822

Price Agreement Number: **10-000-00-00051 AL**

Price Agreement Amendment No.: **THREE**

Term: **July 1, 2011 – March 31, 2015**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Teri Arevalo *TA*

Telephone No.: (505) 827-0266

Invoice:

As Requested

Title: IT Professional Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions and by mutual agreement of all parties, this Price Agreement is extended from March 30, 2014 to March 31, 2015, at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment,.

Accepted for the State of New Mexico

Paul Kippert

New Mexico State Purchasing Agent

Date: 1/28/14



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000051498
Advanced Network Management
PO Box 94840
Albuquerque, NM 87199

Telephone No. (505) 888-8822

Price Agreement Number: 10-000-00-00051AL

Price Agreement Amendment No.: One

Term: July 1, 2011 – May 31, 2013

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Gerrie Becker

Telephone No.: (505) 476-3121

Invoice:
As Requested

Title: IT Professional Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 31, 2012 to May 31, 2013 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 01/17/12

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

AM

Handwritten initials in black ink, possibly "AM" or "SM", written below the "AM" text.



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor

0000051498

Advanced Network Management

PO Box 94840

Albuquerque, NM 87199

Telephone No. 505-888-8822

Price Agreement Number: 10-000-00-00051AL

Payment Terms: Per Contract

F.O.B.: Per Contract

Delivery: Per Contract

Ship To:

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker

Telephone No.: 505-476-3121

Invoice:

As Requested

Title: IT Professional Services

Term: July 1, 2011 thru March 30, 2012

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to be "J. J. J.", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 6/21/11

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

Handwritten initials "CM" in black ink, with a stylized flourish.

**State of New Mexico
Information Technology**

Price Agreement

Price Agreement No. 10-000-00-00051AL

THIS Information Technology Price Agreement ("Agreement") is made by and between the State of New Mexico, State Purchasing Division, hereinafter referred to as the "Agency" and Advanced Network Management, Inc., hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq.*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Agency has selected the Contractor as the Offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of this Agreement, the Contractor's proposal, including any best and final offers, and the RFP are hereby incorporated by reference in this contract. In the event of a conflict between these items, the conflict will be resolved by giving priority in the following order:

1. All federal and New Mexico laws, rules and regulations regarding services within the Contractor's scope of work.
2. This Agreement and any written amendments to this Agreement.
3. The Request for Proposal (RFP), all RFP amendments, written clarifications to the RFP, and written answers to written questions concerning the RFP.
4. Contractor's Best and Final Offer
5. Contractor's Proposal.

ARTICLE 1 – DEFINITIONS

A. **"Acceptance"** shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Agency.

B. **"Change Request"** shall mean the document utilized to request changes or revisions in the Scope of Work.

C. **"Chief Information Officer ("CIO")"** shall mean the Secretary of the Department of Information Technology for the State of New Mexico or designated representative.

D. **"Deliverable"** shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

E. **"DoIT"** shall mean the Department of Information Technology.

F. **"DFA"** shall mean the Department of Finance and Administration; **"DFA/CRB"** shall mean the Department of Finance and Administration, Contracts Review Bureau.

G. **"Escrow"** shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.

H. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with Agency, an Enhancement may be identified as minor or major.

I. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

J. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

K. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Agency.

L. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.

M. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

N. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT.

O. "Project Manager" shall mean a qualified person from the Agency responsible for all aspects of the Project

P. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

Q. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.

R. "State Purchasing Division (SPD)"- shall mean the State Purchasing Division of the General Services Department for the State of New Mexico

ARTICLE 2 – SCOPE OF WORK

A. **Scope of Work.** The Contractor shall provide information technology services to the Procuring Agency in accordance with the completed IT Professional Services Contract and the terms and conditions of the price agreement at the rate shown in Exhibit A.

B. **Performance Measures.** In addition, each IT Professional Services Contract will become a part of the agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- 1) The terms and conditions of this document;
- 2) The completed Contract/Purchase Order;
- 3) The request for proposals document; and
- 4) The contractor's written proposal including the Best and Final Offer, if one was submitted.

C. This is not an exclusive Price Agreement. Procuring Agencies may obtain services from other sources during the Price Agreement term. The SPA makes no expressed or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of services will be procured.

ARTICLE 3 - COMPENSATION

All payments under this Price Agreement are subject to the following provisions:

a. **Acceptance** - In accordance with Section 13~1-158 NMSA 1978, Project Manager shall determine if the services provided meet Purchase Order specifications contained therein. No payment shall be made for any service until the services have been accepted in writing by the Project Manager. Unless otherwise agreed upon between Procuring Agency and the Contractor, within fifteen (15) days from the date the Project Manager receives written notice (Contractor's Invoice) from the Contractor that payment is requested for services, the Project Manager shall issue a written certification to the Contractor of complete or partial acceptance or rejection of the services.

b. **Rejection** - Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The

Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Agency may terminate this Agreement.

c. Compensation - The approved maximum rates to be paid for services rendered are contained in the Services Schedule. The Procuring Agency may reimburse Contractor for reasonable travel/per diem expenses for work performed at distances greater than 100 miles from the Contractor's primary place of business in New Mexico. The conditions for travel, the type and amount expenses to be reimbursed shall be stated in the Procuring Agency Agreement. Travel time from the Contractor's primary place of business and the worksite is not billable.

d. Payment of Invoice - Payment will be made to the Contractor's designated mailing address.

e. Payment of Taxes - The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice.

The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

f. Invoices - Invoices shall be submitted to the Project Manager.

g. Facilities and Equipment - The Procuring Agency shall provide contractor personnel with reasonable office work space and facilities including access to a local telephone service, copy machine usage and office supplies. Unless otherwise stated in the Procuring Agency Agreement, the contractor shall provide contractor personnel with any required personal computer equipment and software and shall reimburse the procuring agencies for all long distance telephone calls charged to the Procuring Agency.

h. Appropriations - The terms of this Price Agreement and any Purchase Orders are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico or other appropriate governing bodies for performance pursuant to this Price Agreement. Notwithstanding any language to the contrary in this Price Agreement or in any Purchase Order or other document, a Procuring Agency may terminate its obligation under a Purchase Order, or any extension thereof, if sufficient appropriations and authorization are not made by the Legislature or other appropriate governing body to pay amounts due. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. However, Procuring Agencies agree not to use insufficient appropriations as a means of terminating a Purchase Order in order to acquire functionally equivalent services from a third party.

i. Release - The Contractor, upon final payment of the amount due under a Purchase Order, releases the State of New Mexico, and its agencies and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Price Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 4 – TERM

The initial term of this Price Agreement shall be March 31, 2011 or as soon as possible thereafter, through March 30, 2012.

The SPA may extend the initial term of the Price Agreement for three (3) additional one-year terms, or portions thereof, by giving the Contractor a written offer to renew the agreement at least thirty (30) days prior to the expiration of the then-current term. Service rates can change each year at the time of renewal if exercised, any proposed increase in the maximum rates for each authorized service shall not exceed the lower of the increase in the published Consumer Price Index (or other index approved by the Agreement Administrator) during the previous agreement term~ or the percentage increase in the Contractor's published consultant rates.

Except as noted elsewhere in this paragraph, the SPA expects all terms and conditions of this Price Agreement to apply to any option temps exercised. No changes to terms and conditions shall be effective unless reduced to written amendment in accordance with Paragraph 15 of this Price Agreement.

ARTICLE 5 – TERMINATION

This Agreement may be terminated as follows:

- A. **General.** By either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.
- C. **Obligations and Waiver.** By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 6 – TERMINATION MANAGEMENT

- A. **Contractor.** In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
- 1.) Transfer, deliver, and/or make readily available to the Agency property in which the Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Agency.
 - 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Agency;
 - 3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Agency may direct, for orderly completion and transition;
 - 4.) Take such action as the Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
 - 5.) Agree that the Agency is not liable for any costs arising out of termination and that the Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
 - 6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Agency programs;
 - 7.) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Agency the full amount of the reduction.

8.) Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the Agency for all costs arising from hiring new contractor/subcontractors at potentially higher rates and for other costs incurred.

9.) In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the Agency in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Agency or created by the Contractor under this Agreement, to the Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Project Manager, the Contractor shall provide to the Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Agency or created by the Contractor under this Agreement.

B. Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Agency shall 1) Retain ownership of all work products and documentation created pursuant to this Agreement; and 2) Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 7 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the legal counsel of the Agency, and the Risk Management Division of the New Mexico General Services Department.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Agency, as necessary, to satisfy any outstanding claim that the Agency may have against the Contractor.

ARTICLE 8 – INTELLECTUAL PROPERTY

A. Product of Services: Copyright. All materials developed or acquired by the Contractor under this Price Agreement shall become the property of the Procuring Agency. Nothing produced, in whole or in part, by the Contractor under this Price Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at the conclusion of a Purchase Order.

ARTICLE 9 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Agency based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Agency shall:

- 1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
- 2.) Allow the Contractor to control the defense and settlement of the claim; and
- 3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Agency Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

- 1.) Provide the Agency the right to continue using the product or service and fully indemnify the Agency against all claims that may arise out of the Agency's use of the product or service;
- 2.) Replace or modify the product or service so that it becomes non-infringing; or
- 3.) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Agency to the extent such modification is the cause of the claim.

ARTICLE 10 - WARRANTIES

NA

ARTICLE 11 – CONTRACTOR PERSONNEL

A. Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement.

a. Once a Purchase Order has been issued, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

b. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

ARTICLE 12 – STATUS OF CONTRACTOR

A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. **Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Agency.

ARTICLE 13- CHANGE MANAGEMENT

A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

- 1) Deliverable requirements;
- 2) Compensation due under the terms of this Agreement; or
- 3) Due Date of any Deliverable.

B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria: 1) The Project Manager shall draft a written Change Request for Executive Level Representative review and approval to include: the name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change, and 2) The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change requests, once approved, become a part of the contract and become binding as a part of the original contract.

ARTICLE 14 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the Agency and the State of New Mexico may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect

damages, consequential damages, special damages and the Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 15 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Agency, and the Contractor consents to the Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 16 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the Agency's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Agency or for losses occasioned by the Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 17 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 18 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Agency.

ARTICLE 19 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 20 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the Agency will result in direct, special and incidental damages.

ARTICLE 21 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 22 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, CIO, SPA, and DFA. The Agency shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

ARTICLE 23 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 24 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

ARTICLE 25 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 26 – NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery, or three (3) business days after being mailed.

To SPA:

State Purchasing Agent
Purchasing Division
Joseph M. Montoya State Building, Room 2016

1100 St. Francis Drive
Santa Fe, New Mexico 87505

To Contractor: Advanced Network Management, Inc.
4601 Columbine Avenue NE
Albuquerque, NM 87113

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 26. The carrier for mail delivery and notices shall be the agent of the sender.

ARTICLE 27- GENERAL PROVISIONS

A. **Civil and Criminal Penalties.** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

B. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. **Workers Compensation.** The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

D. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the Agency's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

E. **Waiver.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. **Headings.** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

G. Work Site. Work shall be performed at the Procuring Agency's site unless specified otherwise in the Procuring Agency Agreement.

H. Succession. This Price Agreement shall extend to and be binding upon the successors and assigns of the parties.

ARTICLE 28 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 29 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 30- AGREEMENT ADMINISTRATOR

The SPA shall appoint an agreement administrator whose duties shall include, but not be limited to, the following:

- a. The agreement administrator shall attempt to facilitate dispute resolution between the Contractor and procuring agencies. Unresolved disputes shall be presented to the SPA for resolution.
- b. The agreement administrator shall review and recommend approval or disapproval of all requested changes to the Contractor's Services Schedule.
- c. The agreement administrator shall advise the SPA regarding the Contractor's performance under the terms and conditions of the agreement.
- d. The agreement administrator shall assist procuring agencies with the preparation of purchase orders and the approval thereof.
- e. The agreement administrator shall review and accept quarterly utilization reports.

ARTICLE 31 – ADMINISTRATIVE REPORTING FEES

a. The contractor agrees to provide periodic price agreement utilization reports to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31

December 31 January 31
March 31 April 30

b. The periodic report shall include the gross revenues for the period subtotaled by Procuring Agency name. If no revenue was generated for the period, a report shall be filed stating that fact. Reports containing revenue shall be accompanied with a check payable to SPA for an amount equal to one-half of one percent (0.0050) of the gross revenue for the period.

c. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of the Price Agreement or termination of the Price Agreement for cause.

ARTICLE 32 – EMPLOYEE PAY EQUITY REPORTING

“Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form-annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

“Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.


“Contractor shall not be required to report more frequently than annually unless more than 180

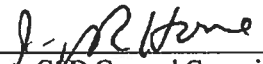
calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order."

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

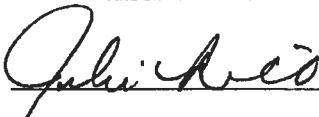
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 5/27/11
Advanced Network Management, Inc.

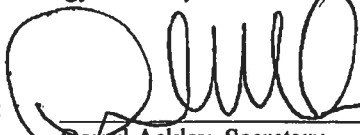
By:  Date: 6/2/11
Jay Hone, GSD General Council
For Legal Sufficiency

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 02-261777-00-9

By:  Date: 6/3/11
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By:  Date: 6/13/11
Darryl Ackley, Secretary
Department of Information Technology

This Agreement has been approved by the SPA:


By:  Date: 6/21/11
Purchasing Agent for the State of New Mexico

Exhibit A

Service Category 5: Security Services

Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate	Products Supported
IT Security Services	ITSS1	\$110.00	N/A	
	ITSS2	\$130.00		
	ITSS3	\$155.00		

Summary: Service Category 5 Security Services

Sub-service Category	Skills	Team Size (FTEs)	Maximum Hourly Service Rate	Training Rate (Optional)	Evaluation Period (FTEs)	Products Supported
IT Security Services	ITSS1	75	140			Cisco, Checkpoint, Cymphonix, Symantec, Barracuda, Sonicwall, Microsoft Edgewave, Tipping Point, Juniper, Trend Micro, McAfee, HP,
	ITSS2	100	130			
	ITSS3	125	125			
Total		300			15	


Exhibit B

Service Category 3 Network and Infrastructure Support Services

Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate (Hourly)	Products Supported
A. Network Administrator	NA1	\$99.00		
	NA2	\$115.00		
	NA3	\$155.00		
B. System Administrator	SA1	\$89.00		
	SA2	\$115.00		
	SA3	\$130.00		
C. Service Desk & End User Support Technician	SDT1	\$75.00		
	SDT2	\$99.00		
D. Voice/Data Engineer	VDE1	\$99.00		
	VDE2	\$130.00		
	VDE3	\$155.00		

John Kingsolver, President
Name & Title

06/03/2011
Date


Signature

02-261777-00-9
CRS Number



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:

0000097211

Presidio Network Solutions, Inc., LLC.

1955 Lakeway Drive, Suite 220

Lewisville, TX 75057

Telephone No.: (469) 549-3800

Contract Number: 40-000-13-00020AN1

Contract Amendment No.: One

Term: December 19, 2013 – December 18, 2014

Ship to:

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Invoice:

As Requested

For questions regarding this SWPA please contact:
SPD's Contracts Management Bureau (505) 827-0488

Title: WAN and/or LAN Equipment and Related Services

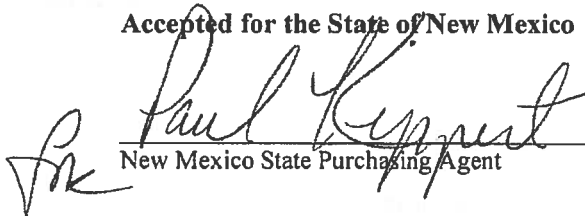
This Contract Amendment is to be attached to the respective Statewide Price Agreement and become a part thereof.

This amendment is issued to reflect the following modifications effective immediately:

- Change the Price Agreement Contract Number from 40-000-13-00020AN to 40-000-13-00020AN1.
- Change the Vendor Identification Number from 0000044764AN to 0000097211.
- Change the vendor name from INX, LLC (A subsidiary of Presidio) to Presidio Networked Solutions, INC., LLC.

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 07/08/2014



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor
20 Vendors – See Page 7

Telephone No. _____

Price Agreement Number: 40-000-13-00020

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 7

Ship To:
**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**

Procurement Specialist: Debra Saiz DS

Telephone No.: 505-872-0521

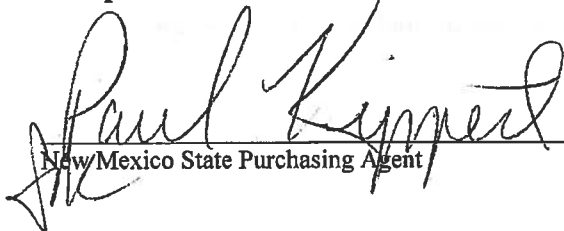
Invoice:
As Requested

Title: WAN and/or LAN Equipment and Related Services

Term: ~~December 19, 2013 through December 18, 2014~~

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 12/19/2013

12/20/13

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
DS

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00020

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00020

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such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

~~Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.~~

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors

AA 0000051052

ABBA Technologies
1501 San Pedro Dr NE
Albuquerque, NM 87110
(505) 889-3337

Delivery: As requested

AB 0000044822

Access Technologies Inc.
1301 Cuesta Arriba NE Suite B
Albuquerque, NM 87113
(505) 341-0202

Delivery: FOB Destination

AC 0000051498

Advanced Network Management, Inc.
4601 Columbine Ave NE
Albuquerque, NM 87113
(505) 888-8822

Delivery: One week for in stock
items/ Three weeks for out of stock
items

AD 0000013216

Altura Communication Solutions
1570 Pacheco St. Suite B-6
Santa Fe, NM 87505
(505) 954-3342

Delivery: F.O.B. Destination

AE 0000074720

Ardham Technologies, Inc.
116 Central Ave SW. Suite 300
Albuquerque, NM 87102
(505) 872-9040

Delivery: As requested

AF 0000107085

Black Box Network Services
4100 Sara Road
Rio Rancho, NM 87124
(602) 267-3222

Delivery: F.O.B. Destination

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Awarded Vendors

AG 0000053277

Camnet, Inc.

PO Box 6407

Albuquerque, NM 87197

(505) 761-4500

Delivery: 3201 4th St. NW, Abq, NM
87107

AH 0000106198

CB Technologies

6700 Jefferson NE Bldg. A

Albuquerque, NM 87109

(505) 933-1503

Delivery: Destination (may be
considered in the award)

AI 0000006161

CenturyLink

400 Tijeras NW

Albuquerque, NM 87120

(505) 924-0406

Delivery: Best Effort per Mfg.

AJ 0000089129

Custom Storage Inc. "cStor"

6100 Seagull St. NE Suite 109

Albuquerque, NM 87109

(505) 933-9220

Delivery: 10 days ARO unless
otherwise stated

AK 0000107189

DISYS Solutions, Inc.

4151 Lafayette Center Drive, Suite 600

Chantilly, VA 20151

(703) 802-0500

Delivery: 3-4 Weeks ARO

AL 0000107063

**General Dynamics Information
Technology, Inc.**

77 A Street

Needham, MA 02494

(781) 400-7495

Delivery: FOB Destination

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Awarded Vendors

AM 0000013787

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
(800) 467-4448 x3118

Delivery: 14 to 21 days ARO

AN 0000044764

INX LLC
A subsidiary of Presidio
1955 Lakeway Drive, Suite
220
Lewisville, TX 75057
(469) 549-3800

Delivery: FOB Destination

AO 0000015018

**NACR (North American
Communication Resource)**
9016B Washington NE
Albuquerque, NM 87113
(505) 797-5119

Delivery: FOB Albuquerque

AP 0000056184

PC Specialists, Inc.
dba: Technology
Integration Group (TIG)
7810 Trade Street
San Diego, CA 92121
(858) 566-1900

Delivery: 3 - 21 Days

AQ 0000107251

Sentinel Technologies
1241 W. Warner Rd. #112
Tempe, AZ 85284(480)897-5974

Delivery: As requested by ordering
agency

AR 0000107069

Valcom Salt Lake City, LLC
dba: VLCM
264 S. Camino Del Pueblo Suite 2B
Bernalillo, NM 87004
(505) 404-3069

Delivery: As requested

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AS 0000107092

World Wide Technology, Inc.
60 Weldon Parkway
Maryland Heights, MO 63043
(314) 919-1550 / (800) 432-7008

Delivery: F.O.B.

AT 0000047013

Yamasato, Fujiwara, Higa & Assoc, Inc.
dba: Aquila
8401 Washington Place NE
Albuquerque, NM 87113
(505) 923-3170

Delivery: Typically orders ship
within 30 days ARO

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Scope of Work and Specifications as Identified on the Invitation to Bid:

The State of New Mexico Department of Information Technology in cooperation with the General Services Department/State Purchasing Division, ("SPD"), is seeking fully certified resellers or manufacturers that will provide Wide Area Network (WAN) and/or Local Area Network Equipment (LAN) and Related Services to include Installation, Maintenance and Support, Warranty, and Training Services to support the State's current and future network infrastructure. The equipment and related services proposed as part of this bid **must include at least one of the following manufacturers:** Cisco, Juniper, Extreme, or HP. Other equipment manufacturers may also be included.

The results of this bid will establish multiple statewide price agreement(s) within each listed manufacturer type on a competitive basis with fully certified resellers or manufacturers that will supply a broad range of WAN and/or LAN network equipment and Related Services by manufacturer to support the existing network infrastructure used by State and Authorized Entities throughout the State of New Mexico. The State is seeking to award up to five agreements for each manufacturer type.

The following equipment and services shall be **EXCLUDED** from this bid and the awarded agreement:

1. Microwave
2. Wavelength Division Multiplexers (WDM)
3. Long Term Evolution (LTE)
4. 2-way Radio Communications
5. Desktop Telephony
6. Professional services
7. Services and product support for excluded equipment, listed above item# (1 – 5)

The awarded agreements will be discontinued if the excluded equipment and related services listed above are sold to any state or authorized entity by use of this agreement.

The percentage (%) discount off MSRP and any other pricing awarded as a result of this agreement will remain fixed for the term of the awarded agreement. The pricing for all WAN and/or LAN Equipment and Related Services must not include New Mexico Gross Receipts Tax (NMGRT). However, the services are subject to the NMGRT and are applicable to the current rate for the period which the services are performed.

The GRT on the equipment proposed for this bid are deductible to the awarded Contractor as long as the awarded Contractor retains a Type 9 nontaxable transaction certificate (NTTC). The NTTC will be issued by DoIT upon request by the awarded Contractor and upon a valid CRS number that is issued by the New Mexico Department of Taxation and Revenue.

The term of the awarded Price Agreements shall be for four calendar years. In no case will the Agreement, including all renewals thereof, exceed a total of (4) four years in duration.

After award, the awarded Contractor must provide copies of the approved purchase orders upon request by the Department of Information Technology that clearly identifies the name of the equipment purchased and the name of the purchasing entity.

The awarded Contractor must maintain or guarantee accessibility to the URL or direct link for the duration of the awarded agreements. The ability to add new WAN/LAN type equipment and related services to the awarded Contractor's URL or direct link is to the benefit of the DoIT and the Authorized Entities. The purpose is for the State to continue to keep up with changing technology. All WAN/LAN type equipment

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must be commercially available at the time the awards are made and when additional WAN/LAN type equipment is added to the URL or direct link. Any additions must fall within the original scope and intent of this bid.

The procuring entity shall retain ownership of all products to include work products purchased pursuant to this agreement.

DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

1. **"Authorized Entities"** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
2. **"Desktop Telephony"** means the brand or generic equipment and associated services that support transmitting voice, data, video or image signals over a distance greater than what you can transmit by shouting.
3. **"Fully Certified Reseller"** means an entity known as a reseller that is certified and authorized by the manufacturer to sell the WAN and/or LAN equipment and Related Services for only the manufacturer types the Bidder has submitted a % discount for.
4. **"Installation Technician"** means a technician that is responsible for installation and/or decommissioning WAN and/or LAN equipment and related products, and capable of performing tests on fiber optical equipment with the level of experience defined as:
 - a. Level I – a qualified installation technician as defined that has less than three (3) years' experience with the proposed and/or existing manufacturer's equipment type.
 - b. Level II - a qualified installation technician as defined that has three (3) – five (5) years' experience with the proposed and/or existing manufacturer's equipment type.
 - c. Level III – a qualified installation technician as defined that has greater than five (5) years' experience with the proposed and/or existing manufacturer's equipment type.
5. **"LAN Network"** means the brand or generic network equipment and associated services that supports a geographically limited communication network that connects users within a building or small group of buildings that is managed by a single enterprise.
6. **"(LTE)" "Long Term Evolution"** means the brand or generic equipment and associated services that support 4G wireless broadband technology which supports mixed data, voice, video and messaging traffic. This may include any user equipment devices, devices used by an end-user to communicate such as a hand-held telephone, a laptop computer equipped with a mobile broadband adapter, or any other device in support of LTE.
7. **"Manufacturer"** means a producer of branded or unbranded finished products.
8. **"Maximum Hourly Rate"** means the proposed fully loaded maximum hourly rates must include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

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9. **"Microwave Communications"** means the brand or generic equipment and associated services to transmitting telephone, facsimile, video and data conversations by common carriers, private networks, or any communication to and from satellites. The type of equipment may include but not limited towers, antennas, satellites or satellite communication in support of microwave communications.
10. **"MSRP or Manufacturer's Suggested Retail Price"** means the advertised price which the manufacturer recommends that the retailer sell the product.
11. **"Network Technician"** – means a qualified person that will provide onsite technical and implementation support with the level of experience defined as:
- a. Level I – a qualified person that has less than three (3) years' experience in technical and implementation support of the proposed and/or existing manufacturer's equipment type.
 - b. Level II - a qualified person that has three (3) – five (5) years' experience in technical and implementation support of the proposed and/or existing manufacturer's equipment type.
 - c. Level III – a qualified person that has greater than five (5) years' experience in technical and implementation support the proposed and/or existing manufacturer's equipment type.
12. **"Network Engineer"** – means a qualified person that will provide design and support engineer with the level of experience defined as:
- a. Level I – a qualified person that has less than three (3) years' experience in design and engineering support of the proposed and/or existing manufacturer's equipment type.
 - b. Level II – a qualified person that has three (3) – five (5) years' experience in design and engineering support of the proposed and/or existing manufacturer's equipment type.
 - c. Level III – a qualified person that has greater than five (5) years' experience in design and engineering support of the proposed and/or existing manufacturer's equipment type.
13. **"Onsite Maintenance and Repair Technician"** means a technician that is responsible for maintenance and repair for WAN and/or LAN equipment and product services, capable of performing major/minor troubleshooting, and recommend actions necessary for repair with the level of experience defined as:
- a. Level I – qualified onsite maintenance and repair technician as defined that has less than three (3) years' experience with the proposed and/or existing manufacturer's equipment type.
 - b. Level II - a qualified onsite maintenance and repair technician s defined that has three (3) – five (5) years' experience with the proposed and/or existing manufacturer's equipment type.
 - c. Level III – a qualified onsite maintenance and repair technician as defined that has greater than five (5) years' experience with the proposed and/or existing manufacturer's equipment type.
14. **"Onsite Maintenance and Repair Technician"** means a technician that is responsible for maintenance and repair for WAN and/or LAN equipment and product services, capable of performing major/minor troubleshooting, and recommend actions necessary for repair.
15. **"Professional Services"** means the services that shall be excluded from this bid, those of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public

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accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office.

16. **"Related Services"** means the installation, support and maintenance, warranty, and training services for wide area network (WAN) and local area network (LAN) equipment.
17. **"Two -Way Radio Communications"** means the brand or generic equipment and services that includes 1) portable radios and accessories, 2) mobile radios and accessories, 3) repeaters, base stations and accessories, 4) radio parts, accessories, and related ancillary radio equipment, 5) and any related services in the support, maintenance, warranty, or training for the two-way radio communications equipment, services, and any related products.
18. **"WAN Network"** means the brand or generic network equipment and services that support a communication network that connects computing devices over geographically dispersed locations. This excludes the equipment and services listed above within the scope of work.
19. **"Wavelength Division Multiplexer (WDM)"** means any equipment and Related Services of increasing the data-carrying capacity of an optical fiber by simultaneously sending more than one ray of light down the fiber or operating at more than one wavelength which includes dense wavelength multiplexing (DWDM) and course wavelength multiplexing (CDWDM). WDM is a technique by which two or more optical signals having different wavelengths may be simultaneously transmitted in the same direction over one strand of fiber, and then be separated by wavelength at the distant end.

Administrative Reporting Fee:

Progress and utilization reports shall be provided by the Contractor monthly or as mutually agreed upon.

The Contractor agrees to provide a utilization report on all sales and/or services and fees to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to the three quarters of one percent (0.75%) of the total sales for the period.

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METHOD OF AWARD

The Bidders expecting to sell LAN and/or WAN equipment and related services by a specific manufacturer, as a result of this procurement must submit a minimum (%) discount off MSRP for that particular manufacturer type. The bids will be evaluated and awarded by manufacturer type.

For Evaluation Purposes. The "Bid Pricing Response Form for Evaluation Purposes" will be required by all Bidders and will be utilized for evaluation and for award.

1. The Bidders must propose a single minimum discount percentage (%) off its MSRP for WAN and/or LAN Equipment and Related Services for at least one of the manufacturers listed by submitting the "Bid Response Form for Evaluation Purposes". Bidders may submit a minimum discount percentage (%) off MSRP for more than one manufacturer type.
2. The Bidders responses will be evaluated and awarded by manufacturer type.
3. The Bidders must be a fully certified reseller or manufacturer for the WAN and/or LAN equipment and Related Services proposed for this bid.

Additional Response Form. The "Additional Response Form Not for Evaluation" will NOT be used for evaluation.

1. The Bidders must submit the "Additional Response Form Not for Evaluation Purposes" with the URL/Link for the WAN and/or LAN Equipment and Related Services for each manufacturer type it submitted a minimum discount percentage (%).
2. Only if applicable, the Bidder must submit other manufacturer types not already listed by submitting the "Additional Response Form Not for Evaluation Purposes" with the following information:
 - a. Manufacturer type
 - b. Minimum discount (%) off its MRSP for WAN and/or LAN Equipment and Related Services
 - c. Associated URL/Link.
3. The Bidder must submit the maximum hourly rates for any of the following labor services for WAN and or LAN equipment by submitting the "Additional Response Form Not for Evaluation":
 - a. Onsite Maintenance and Repair Technician
 - b. Installation Technician of WAN
 - c. Network Technician
 - d. Network Engineer

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I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Item Manufacturer Type	ID	Awarded Vendor	Minimum Percentage Discount		URL Link
			a. Equip./HW	b. Services/Maint.	
1.) CISCO	AA	ABBA Technologies	38.0%	12.0%	http://tools.cisco.com/lpc/currentPL.faces
	AC	Advanced Network Management, Inc.	40.0%	18.0%	http://www.adnetman.com/ess.400001300020_cisco.pdf
	AE	Ardham Technologies, Inc.	35.0%	15.0%	www.cisco.com
	AF	Black Box Network Services	40.0%	15.0%	http://tools.cisco.com/1pc/currentPL.faces
	AG	Camnet, Inc.	38.5%	15.0%	www.cisco.com
	AI	CenturyLink	39.0%	18.0%	https://mycenturylinkonline.net/StateOfNewMexico
	AJ	Custom Storage Inc. (cStor)	38.0%	13.0%	www.cisco.com
	AK	DISYS Solutions, Inc.	40.5%	20.0%	http://www.cisco.com/en/US/products/hw/optical/index.html
	AL	General Dynamics Information Technology, Inc.	35.7%	15.7%	http://www.cisco.com/en/US/hmpgs/index.html
	AM	Insight Public Sector, Inc.	40.0%	20.0%	www.cisco.com
	AN	INX LLC (Presidio)	38.0%	14.0%	https://collaborate.presidio.com/sites/SNM/SPP/PRICEAGREEMENT/NM.40-000-13-00020.CiscoPricing.pdf
	AP	PC Specialists, Inc. (dba: TIG)	39.0%	18.0%	Cisco http://tools.cisco.com/1pc/currentPL.faces
	AQ	Sentinel Technologies	40.5%	10.0%	http://tools.cisco.com/lpc/currentPL.faces
	AR	Valcom Salt Lake City, LLC (dba: VLCM)	10.0%	30.0%	https://usm.channelonline.com/valcomslc/storesite/Login/?destination=/calcomslc/storesite/Search/Category/index.co
	AS	World Wide Technologies, Inc.	40.6%	18.0%	https://tools.cisco.com/qtc/pricing/MainServlet
	AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	34.5%	10.5%	www.cisco.com

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Item Manufacturer Type	ID	Awarded Vendor	Minimum Percentage Discount		URL Link
			a. Equip./HW	b. Services/Maint.	
2.) EXTREME	AA	ABBA Technologies	30.0%	18.0%	http://www.abbatech.com/State-of-New-Mexico.aspx
	AD	Altura Communications Solutions	41.0%	7.0%	http://www.alturacs.com/solutions/industry/solutions-for-government/state/state-of-new-mexico/pricing/?products=extreme
	AO	North American Communications Resource (NACR)	39.0%	5.0%	www.extremenetworks.com
	AP	PC Specialists, Inc. (dba: TIG)	50.0%	10.0%	http://www.tig.com/xd/ExtremePL AMERICAS 2013-09-09.xlsm
3.) JUNIPER	AA	ABBA Technologies	32.0%	10.0%	http://www.abbatech.com/State-of-New-Mexico.aspx
	AB	Access Technologies Inc.	15.0%	5.0%	www.juniper.net
	AI	CenturyLink	37.0%	11.0%	https://mycenturylinkonline.net/StateOfNewMexico
	AL	General Dynamics Information Technology, Inc.	33.5%	6.8%	http://www.iuniper.net/us/en/
	AP	PC Specialists, Inc. (dba: TIG)	27.0%	11.0%	http://www.tig.com/xd/Juniper%20pricelist version1.pdf
	AR	Valcom Salt Lake City, LLC (dba: VLCM)	30.0%	10.0%	https://usm.channelonline.com/valcomsic/storesite/Login/?destination=/valcomsic/storesite/Search/Category/index.co

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Item Manufacturer Type	ID	Awarded Vendor	Minimum Percentage Discount		URL Link
			a. Equip./HW	b. Services/Maint.	
4.) HP	AA	ABBA Technologies	20.0%	10.0%	https://nancy-swh-ext-gslb.austin.hp.com/evviewer/Viewer.dlo
	AC	Advanced Network Management, Inc.	30.0%	9.0%	http://www.adnetman.com/ess.400001300020 hp.pdf
	AE	Ardham Technologies, Inc.	23.0%	12.0%	www.hp.com
	AG	Camnet, Inc.	9.0%	5.0%	www.hp.com
	AH	CB Technologies	38.0%	20.0%	http://www.cbtb2bdemo.com/SONMPortal
	AL	General Dynamics Information Technology, Inc.	26.8%	15.7%	http://h17007.www1.hp.com/us/en/networking/index.aspx
	AN	INX LLC (Presidio)	5.0%	5.0%	www.hp.com
	AP	PC Specialists, Inc. (dba: TIG)	31.0%	16.0%	http://www.tig.com/xd/f/CopyHPNproductsSupportpricelist.xlsx
	AR	Valcom Salt Lake City, LLC (dba: VLCM)	33.0%	15.0%	https://usm.channelonline.com/valcomsic/storesite/Login/?destination=/valcomsic/storesite/Search/Category/index.co
	AS	World Wide Technologies, Inc.	30.0%	20.0%	http://h18000.www1.hp.com/showroom/ipl.html
	AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	34.5%	10.5%	www.hp.com

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II. Minimum Percentage Discount (%) off “Other” Manufacturer’s Retail Price (MSRP)

Item Other Manufacturers	ID	Awarded Vendor	Minimum Percentage Discount		URL Link
			i. Equip./HW	ii. Services/Maint.	
ADTRAN	AI	CenturyLink	37.0%	20.0%	https://mycenturylinkonline.net/StateOfNewMexico
AEROHIVE	AE	Ardham Technologies, Inc.	10.0%	10.0%	http://www.aerohive.com
ARISTA NETWORKS	AA	ABBA Technologies	25.0%	10.0%	http://www.abbatech.come/State-of-New-Mexico.aspx
ARUBA	AD	Altura Communications Solutions	27.0%	3.0%	http://www.alturasc.com/solutions/industry/solutions-for-government/state-of-new-mexico/pricing/?products=aruba
	AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	50.0%	10.0%	www.arubanetworks.com
AVAYA	AD	Altura Communications Solutions	49.0%	5.0%	http://www.alturasc.com/solutions/industry/solutions-for-government/state-of-new-mexico/pricing/?products=avaya
BROCADE	AJ	Custom Storage Inc. (cStor)	45.0%	10.0%	www.brocade.com
	AL	General Dynamics Information Technology, Inc.	39.0%	22.4%	http://www.brocade.com/launch/cc/easy/main.html
	AP	PC Specialists, Inc. (dba: TIG)	45.0%	25.0%	http://www.brocade.com/sales/sled/documents.wsca-brocade-price-list.pdf
	AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	50.0%	20.0%	www.brocade.com
CIENA	AI	CenturyLink	43.0%	30.0%	https://mycenturylinkonline.net/StateOfNewMexico
CITRIX NETSCALER	AJ	Custom Storage Inc. (cStor)	5.0%	5.0%	www.cstor.com/clients
	AQ	Sentinel Technologies	20.0%	10.0%	www.citrix.com
DELL	AB	Access Technologies Inc.	10.0%	5.0%	www.dell.com
	AE	Ardham Technologies, Inc.	10.0%	10.0%	http://www.dell.com
F5 NETWORKS	AA	ABBA Technologies	20.0%	10.0%	http://www.abbatech.come/State-of-New-Mexico.aspx
	AS	World Wide Technologies, Inc.	20.0%	10.0%	www.F5.com
RIVERBED	AJ	Custom Storage Inc. (cStor)	28.0%	15.0%	www.cstor.com/clients
	AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	20.5%	10.0%	www.riverbed.com
TELLABS	AB	Access Technologies Inc.	10.0%	5.0%	www.tellabs.com
VIDYO	AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	26.0%	7.0%	www.vidyo.com

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III. LABOR SERVICES:

Maximum Hourly Rates for Each Level (I, II, III) of the Following Labor Services

1.) Onsite Maintenance and Repair Technician

ID	Awarded Vendor	Onsite Maintenance and Repair Technician:		
		Level I	Level II	Level III
AA	ABBA Technologies	125.00	125.00	125.00
AB	Access Technologies Inc.	125.00	140.00	155.00
AC	Advanced Network Management, Inc.	115.00	130.00	155.00
AD	Altura Communications Solutions	95.00	95.00	95.00
AE	Ardham Technologies, Inc.	105.00	135.00	175.00
AF	Black Box Network Services	115.00	125.00	150.00
AG	Camnet, Inc.	85.64	-	-
AH	CB Technologies	85.00	100.00	115.00
AI	CenturyLink	100.00	150.00	200.00
AJ	Custom Storage Inc. (cStor)	75.00	85.00	95.00
AK	DISYS Solutions, Inc.	90.00	115.00	140.00
AL	General Dynamics Information Technology, Inc.	126.28	139.57	192.74
AM	Insight Public Sector, Inc.	91.67	103.72	136.67
AN	INX LLC (Presidio)	100.00	125.00	150.00
AO	North American Communications Resource (NACR)	100.00	100.00	100.00
AP	PC Specialists, Inc. (dba: TIG)	125.00	150.00	175.00
AQ	Sentinel Technologies	65.00	80.00	90.00
AR	Valcom Salt Lake City, LLC (dba: VLCM)	65.00	85.00	105.00
AS	World Wide Technologies, Inc.	120.00	90.00	80.00
AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	Could be included with support contract at time of equipment purchase.	Could be included with support contract at time of equipment purchase.	Could be included with support contract at time of equipment purchase.

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2.) Installation Technician

ID	Awarded Vendor	Installation Technician		
		Level I	Level II	Level III
AA	ABBA Technologies	125.00	125.00	125.00
AB	Access Technologies Inc.	125.00	125.00	125.00
AC	Advanced Network Management, Inc.	115.00	130.00	155.00
AD	Altura Communications Solutions	87.00	87.00	87.00
AE	Ardham Technologies, Inc.	105.00	135.00	175.00
AF	Black Box Network Services	115.00	125.00	150.00
AG	Camnet, Inc.	95.00	-	-
AH	CB Technologies	100.00	115.00	130.00
AI	CenturyLink	100.00	150.00	200.00
AJ	Custom Storage Inc. (cStor)	85.00	95.00	105.00
AK	DISYS Solutions, Inc.	80.00	100.00	115.00
AL	General Dynamics Information Technology, Inc.	126.28	139.57	192.74
AM	Insight Public Sector, Inc.	123.70	143.70	148.70
AN	INX LLC (Presidio)	100.00	125.00	150.00
AO	North American Communications Resource (NACR)	100.00	100.00	100.00
AP	PC Specialists, Inc. (dba: TIG)	125.00	150.00	175.00
AQ	Sentinel Technologies	100.00	130.00	150.00
AR	Valcom Salt Lake City, LLC (dba: VLCM)	75.00	95.00	115.00
AS	World Wide Technologies, Inc.	180.00	165.00	150.00
AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	66.00	85.00	128.00

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3.) Network Technician

ID	Awarded Vendor	Network Technician		
		Level I	Level II	Level III
AA	ABBA Technologies	125.00	125.00	125.00
AB	Access Technologies Inc.	125.00	140.00	150.00
AC	Advanced Network Management, Inc.	115.00	130.00	155.00
AD	Altura Communications Solutions	125.00	150.00	225.00
AE	Ardham Technologies, Inc.	105.00	135.00	175.00
AF	Black Box Network Services	125.00	150.00	175.00
AG	Camnet, Inc.	95.00	-	-
AH	CB Technologies	137.50	165.00	187.50
AI	CenturyLink	100.00	150.00	200.00
AJ	Custom Storage Inc. (cStor)	137.50	187.50	250.00
AK	DISYS Solutions, Inc.	90.00	115.00	140.00
AL	General Dynamics Information Technology, Inc.	139.57	152.86	192.74
AM	Insight Public Sector, Inc.	148.70	161.68	181.79
AN	INX LLC (Presidio)	150.00	175.00	185.00
AO	North American Communications Resource (NACR)	100.00	100.00	100.00
AP	PC Specialists, Inc. (dba: TIG)	150.00	175.00	225.00
AQ	Sentinel Technologies	140.00	155.00	175.00
AR	Valcom Salt Lake City, LLC (dba: VLCM)	65.00	85.00	105.00
AS	World Wide Technologies, Inc.	200.00	180.00	160.00
AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	66.00	85.00	128.00

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4.) Network Engineer

ID	Awarded Vendor	Network Engineer		
		Level I	Level II	Level III
AA	ABBA Technologies	125.00	125.00	125.00
AB	Access Technologies Inc.	150.00	150.00	150.00
AC	Advanced Network Management, Inc.	130.00	165.00	215.00
AD	Altura Communications Solutions	175.00	225.00	275.00
AE	Ardham Technologies, Inc.	105.00	135.00	175.00
AF	Black Box Network Services	125.00	150.00	175.00
AG	Camnet, Inc.	145.00	0.00	0.00
AH	CB Technologies	175.00	205.00	235.00
AI	CenturyLink	100.00	150.00	200.00
AJ	Custom Storage Inc. (cStor)	187.50	250.00	312.00
AK	DISYS Solutions, Inc.	125.00	150.00	200.00
AL	General Dynamics Information Technology, Inc.	139.57	152.86	192.74
AM	Insight Public Sector, Inc.	221.96	237.05	256.85
AN	INX LLC (Presidio)	175.00	185.00	220.00
AO	North American Communications Resource (NACR)	125.00	125.00	125.00
AP	PC Specialists, Inc. (dba: TIG)	150.00	175.00	225.00
AQ	Sentinel Technologies	150.00	175.00	195.00
AR	Valcom Salt Lake City, LLC (dba: VLCM)	85.00	105.00	125.00
AS	World Wide Technologies, Inc.	220.00	200.00	180.00
AT	Yamasoto, Fujiwara, Higa & Assoc., Inc.	85.00	128.00	150.00

*** One Hundred and Thirty (130) Items Total***

State of New Mexico - WAN/LAN ESS Contract
SPA 40-000-13-0020
Revision 5 - 06-05-2014



Line #	Category	Part Number	Description	Mfg List Price	Discounted Price
5410	Cisco ASA 5500 Series Adaptive Security Appliances	BE6K-ST-BDL-K9=	Cisco BE6000 Medium Density Server, Export Restricted SW	\$9,400.00	\$5,536.60
5409	Cisco ASA 5500 Series Adaptive Security Appliances	BE6K-START-UWL25	BE 6000 - User License Starter Bundle with 25 UWL Licenses	\$1,000.00	\$589.00
33852	SP Base + H/W Advance Replacement 24x7x2 - (SP-AR4-XXX)	UPG-6K-ENH	Unified CMBE6K Enhanced UCL - SW Upg with UCSS	\$45.00	\$26.51
33854	SP Base + H/W Advance Replacement 24x7x2 - (SP-AR4-XXX)	UPG-6K-ESS	Unified CMBE6K Essential UCL - SW Upg with UCSS	\$10.00	\$5.89
33856	SP Base + H/W Advance Replacement 24x7x2 - (SP-AR4-XXX)	UPG-6K-VM	Unified CMBE6K Voicemail UCL - SW Upg with UCSS	\$15.00	\$8.84
35880	SP-AR4 for XXX Series Products	UCSS-U-6K-ENH-3-1	BE6K - UCSS for Enhanced User - 3 Years - 1 User	\$36.00	\$21.20
35882	SP-AR4 for XXX Series Products	UCSS-U-6K-ESS-3-1	BE6K - UCSS for Essential User - 3 Years - 1 User	\$7.00	\$4.12
30173	SP Base + H/W Advance Replacement 24x7x2 - (SP-AR4-XXX)	UCSS-U-6K-VM-3-1	BE6K - UCSS for VM User - 3 Years - 1 User	\$17.00	\$10.01
30164	SP Base + H/W Advance Replacement 24x7x2 - (SP-AR4-XXX)	UCSS-U-6KUWLBE-3-1	BE6K UCSS for CUWL-BE User - 3 Years - 1 User	\$70.00	\$41.23
16596	SC CORE 24X7X4 (CON-SCP-XXX)	ER10-USR-1	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 10X SYSTEM	\$20.00	\$11.78
30775	SP Base + H/W Advance Replacement 24x7x2 - (SP-AR4-XXX)	UCSS-U-ER-3-1	UCSS Emergency Responder - 3 years - 1 User	\$4.00	\$2.36
30859	CBSV 8X5XNBDOS NCJCS (CON-NCJCS-XXX)	CON-SNT-BE6KSTBD	Cisco SMARTnet - 8 x 5 Next Business Day - 3 Year Maintenance for BE6K-ST-BDL-K9=	\$666.81	\$595.63
30965	ESW Operate Service Essential Software CON-ESW-XXX	CON-ESW-UCMENHUC	Cisco SMARTnet - 24 x 7 - 3 Year Maintenance for UCM-10X-ENH-UCL	\$36.27	\$10.43
31852	ESW Operate Service Essential Software CON-ESW-XXX	CON-ESW-UCMESSUC	Cisco SMARTnet - 24 x 7 - 3 Year Maintenance for UCM-10X-ESS-UCL	\$5.58	\$1.61
32369	ESW Operate Service Essential Software CON-ESW-XXX	CON-ESW-UCN10XVM	Cisco SMARTnet - 24 x 7 - 3 Year Maintenance for UCM-10X-VM-UCL	\$22.32	\$6.42
32475	ESW Operate Service Essential Software CON-ESW-XXX	CON-ESW-UCMUWLST	Cisco SMARTnet - 24 x 7 - 3 Year Maintenance for UCM-10X-UWLSTD	\$58.59	\$16.79
33576	ESW Operate Service Essential Software CON-ESW-XXX	CON-ESW-ER10USR1	Cisco SMARTnet - 24 x 7 - 3 Year Maintenance for UCSS-U-ER-3-1	\$8.37	\$2.40

77-19-130

Email to: cperez@taosgov.com

CONTRACT/DOCUMENT REQUEST

Department:	Information Technology
Person requesting contract:	Conrad Cordova
Email:	Cordova@taosgov.com
Phone:	575-751-2007

Document requested:	
<input checked="" type="checkbox"/>	Contract
<input type="checkbox"/>	Contract Amendment If applicable contract amount to be added:
Original contract number/amount:	Total contract amount:
<input type="checkbox"/>	Change Order If applicable contract amount to be added:
Original contract number:	Total contract amount:
<input type="checkbox"/>	Other (describe) Short Term Rental Agreement
<input type="checkbox"/>	MOU/MOA
INCLUDE DOCUMENTATION REGARDING STATE USE ACT COMPLIANCE	

Contract information

Contractor:	Advanced Network Management
Contact Person:	Colby Elliott
Address:	4641 Columbine AVE. NE, Albuquerque, NM 87113
Contractor will perform services at:	4100 Camino de la Placita
Phone:	505-888-8822
E-mail:	colby.elliott@anm.com
Fax number:	505-888-9452
Scope of work:	Purchase and install phone switch as provided on quote ANMQ5525, ANMQ5516
Performance Measures or deliverables:	
Maximum Contract Amount: EXCLUSIVE OF GRT: \$	
GRT Rate	
Contract hourly rate or other basis for payment:	
Reimbursable/mileage & per diem amount if applicable:	
Other expenses if applicable :	
Term:	11/25/17
Budget line item:	5163-45007
Has contractor submitted a W9?	
Does Contractor have a Town of Taos Business License?	
Yes:	No
License Number:	
RPF/IFB/SB or number assigned by Finance:	

50,938.92
1,766.87
52,705.79

PROCUREMENT COMPLIANCE**By submitting this document, I certify that I have complied with procurement as follows:**

Contract, Purchase Order or Credit Card Purchase amount up to \$1000.00 or less

☐

I have obtained the best obtainable price.

Date obtained:

Contract is more than \$1000 not to exceed \$10,000

☐

3 oral quotes (Over \$1000 but less than \$5000)

☐

3 written quotations (over \$5000.01-\$10,000)

Written quotation form is completed.

Date obtained:

Advertising-3 oral or written quotations are not needed.

Contract is \$10,000.01-\$19,999.99

☐

3 sealed quotes on company letterhead (coordinate thru Purchasing)

Date received:

Contract is \$10,000.01 to \$19,999.99 CONSTRUCTION CONTRACT

☐

Competitive Sealed bids have been received and reviewed

Bid number:

Contract is Public Works Contract (architectural; engineering; landscape architect; surveying services over \$10,000.01 to \$19,999.99

☐

Bid or RFP completed; date and number:

Contract is \$20,000 and over

☐

Bid or RFP completed; date and number:

**REQUIRES COUNCIL APPROVAL
IF OVER \$50,000**

Contract is for professional services, UNDER \$50,000

☐

Requires 3 solicitation-Completed; date and number:

Contract is for professional services, over \$50,000

☒

RFP completed; date and number:

REQUIRES COUNCIL APPROVAL

Contract is sole source

☐

For the following reasons: Refer to sole source letter

Procurement is exempt from the Town Procurement Process.

☐

For the following reasons:

PLEASE SEE ATTACHMENT

Exhibit 2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or

unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:		Governor _____	
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Signature: _____

Date: _____

Title/Position: _____

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature: _____

Date: _____

Title/Position: _____

Exhibit 3

Statement of Assurances Form

Each Offeror MUST complete this form and return it with Offeror's proposal or EMNRD will deem the proposal as non-responsive. By signing this form below, Offeror acknowledges and agrees to the following:
This RFP does not commit the State of New Mexico (State) to pay any costs incurred in the in the preparation or submission of this proposal. Any cost incurred by the Offeror in developing a proposal response shall be borne solely by the Offeror. Offeror understands that that Offeror's proposal shall become part of the official file on this matter without obligation to the State. Issuance of this RFP does not constitute an award commitment on the part of the State.
Offeror shall examine all contract documents, noting particularly all stipulations that in any way affect contract work. Failure of an Offeror to acquaint itself fully with the amount and nature of the work required to fulfill all terms of the contract documents shall not be considered a basis for extra compensation after a contract has been awarded.
Offeror represents and warrants to the State that Offeror has the staff, facilities, and competence to furnish the required services. The State may investigate Offeror's adequacy of the staff, facilities, and competence. For this purpose, representatives of the State may make an inspection of Offeror's facilities, equipment, etc., and interview staff.
In order to receive consideration, Offeror's proposal must be signed by an officer having the authority to bind Offeror.
Offeror agrees to comply with all relevant federal and state laws and regulations or rules.
New Mexico Employees Health Coverage: If Offeror has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six-month period during the term of any Agreement which may result from this RFP, Offeror agrees, by submitting a proposal, to have in place, and agrees to maintain for the Agreement's term, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Offeror and the state exceed \$250,000. Offeror agrees to maintain a record of the number of employees who have: 1) accepted health insurance; 2) declined health insurance due to other health insurance coverage already in place; or 3) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State. Offeror agrees to advise all employees of the availability of state publicly-financed health care coverage programs.
Employee Pay Equity Reporting – A. Offeror agrees if it has 10 or more New Mexico employees OR eight or more employees in the same job classification, at any time during the term of any Agreement which may result from this RFP, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one year in duration. B. If Offeror has 250 or more employees, Offeror must complete and submit the PE250 form on

the annual anniversary of the initial report submittal for contracts up to one year in duration.

C. For contracts that extend beyond one calendar year, or are extended beyond one calendar year, Offeror also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within 30 days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first.

D. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that Contractor meets or exceeds the size requirement for reporting, Offeror agrees to provide the required report within 90 days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

E. Offeror also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that the subcontractor meets or exceeds the size requirement for reporting, Offeror shall submit the required report, for each such subcontractor, within 90 days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal.

F. Offeror shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Offeror acknowledges that this subcontractor requirement applies even though Offeror itself may not meet the size requirement for reporting and be required to report itself.

Additional Pay Equity Reporting Information

For the purposes of complying with the Pay Equity Reporting Information section above:

1. "Job Classification" means an arrangement of tasks in an establishment or industry into a limited series of jobs or occupations, rated in terms of skill, responsibility, experience, training, and similar considerations, usually for wage setting purposes. This term, or job class, refers to a single cluster of jobs of approximately equal "worth."

2. "New Mexico Employee" (also "Employee") means a person working within the State of New Mexico at a New Mexico facility, regardless where the employee legally resides, and regardless of the origin of compensation checks.

3. "PE10-249 form" means the reporting form to be used by contractors that meet or exceed the minimum size thresholds for reporting but have less than 250 New Mexico employees.

4. "PE250 form" means the reporting form to be used by contractors that have 250 or more New Mexico employees.

5. "Solicitation" means an Invitation to Bid or a Request for Proposals.

B. Report Submittal: Until further notice, successful Offeror shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined. The mailing address is: PO Box 6850, Santa Fe, NM, 87502-6850.

C. The successful Offeror shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.

D. Exceptions to the Pay Equity Reporting Requirement:

1. Offerors with fewer than 10 employees are exempt, unless they have at least eight employees in the same job classification.
2. Offerors receiving a contract resulting from an emergency procurement are exempt, unless they hold other contracts that would already subject them to the requirement.

E. Offerors who are subject to the Pay Equity Reporting Requirement shall complete and sign the applicable pay equity form (PE 10-249 or PE250) and submit the form with their proposal. Offerors who fall within an exception to the Pay Equity Reporting Requirement shall include a statement in their transmittal letter that indicates they are exempt and cites the specific exception they fall under.

Application of Veterans Preference (NMSA 1978, Sections 13-1-21 and 22):

This project is excluded from state preference laws because it is funded with federal dollars.

Offeror Signature

Date:

Offeror's Printed Name and Title: _____



December 9, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

Local Community Services Block Grant (LCSBG) Allocations

Summary:

Discussion, consideration and possible approval of recommendations on the funding priorities for the 2014 LCSB program to local non-profits and empowering the Town to enter into contracts for services with those agencies awarded funding.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

Appointment to Planning and Zoning Commission

Summary:

Discussion, consideration and possible approval of the Mayor's recommendation to fill a vacancy on the Town of Taos Planning and Zoning Commission.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

Appointments to Personnel Committee

Summary:

Discussion, consideration and possible approval of the Mayor's recommendations to appointment members to the Personnel Committee.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

PERSONNEL MATTERS

Summary:

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decisions regarding certain personnel matters, including but not limited to various Town positions including the Animal Control Officer, Planning and Zoning Director, and Marketing and Tourism Director. These items may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H)(2), which allows for discussion of limited personnel matters.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

PENDING LITIGATION

Summary:

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decision of three matters regarding pending and/or threatened litigation. This item may be discussed in closed session under Open Meeting Act exemption 10-15-1(H)(7), which allows for discussion of pending or threatened litigation.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

[Click to download](#)

No Attachments Available



December 9, 2014

Title:

PROCUREMENT MATTER

Summary:

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decision regarding procurement in excess of \$2,500. This item may be discussed in closed session under Open Meeting Act exemption 10-15-1(H)(6), which allows for discussion of pending or threatened litigation.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

[Click to download](#)

No Attachments Available